



भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित

PUBLISHED BY AUTHORITY

साप्ताहिक

WEEKLY

सं. 17]

नई दिल्ली, अप्रैल 23—अप्रैल 29, 2017, शनिवार/वैशाख 3—वैशाख 9, 1939

No. 17]

NEW DELHI, APRIL 23—APRIL 29, 2017, SATURDAY/VAISAKHA 3—VAISAKHA 9, 1939

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 14 फरवरी, 2017

का.आ. 1027.—केन्द्र सरकार एतद्वारा दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए सर्वोच्च न्यायालय, नई दिल्ली/उच्च न्यायालय, नई दिल्ली में दिल्ली विशेष पुलिस स्थापना (सीबीआई) द्वारा संस्थापित कोयला ब्लॉक आवंटन मामलों तथा उनसे संबद्ध एवं प्रासंगिक अन्य मामलों में अपीलें/पुनरीक्षणों में केन्द्रीय अन्वेषण ब्यूरो की ओर से उपस्थित होने के लिए श्री आर.सी. चीमा, वरिष्ठ अधिवक्ता और सुश्री तरन्नुम चीमा, अधिवक्ता को विशेष लोक अभियोजक नियुक्त करती है।

[फा. सं. 225/44/2014—ए.वी.डी.-II]

एस. पी. आर. त्रिपाठी, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 14th February, 2017

S.O. 1027.— In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (Act No.2 of 1974), the Central Government hereby appoints Shri Rajinder Singh Cheema and

Ms. Tarannum Cheema, Advocate as Special Public Prosecutor for appearing on behalf of Central Bureau of Investigation before the High Court and Supreme Court of India in appeals/revisions or other matters connected therewith or incidental thereto in Coal Block Allocation cases instituted by Delhi Special Police Establishment (CBI).

[F.No. 225/44/2014-AVD-II]

S.P.R. TRIPATHI, Under Secy.

भारतीय रिज़र्व बैंक

मुम्बई, 19 अप्रैल, 2017

का.आ. 1028.—राष्ट्रीय आवास बैंक अधिनियम, 1987 (1987 का सं.53) की धारा 6(2) के साथ पठित धारा 6 के खण्ड (घ) की उपधारा (i) के अनुसरण में भारतीय रिज़र्व बैंक श्री जी एम राव के स्थान पर एतद्वारा डॉ. राजीव कुमार, निदेशक, केंद्रीय निदेशक बोर्ड, भारतीय रिज़र्व बैंक को राष्ट्रीय आवास बैंक के निदेशक मंडल में बैंक के नामिती निदेशक के रूप में नामित करता है।

[सं.बैविवि.एपीपीटी एनएचबी. 12462 /08.21.006/2016-17]

सुदर्शन सेन, कार्यपालक निदेशक

RESERVE BANK OF INDIA

Mumbai, the 19th April, 2017

S.O. 1028.—In pursuance of clause (d) of sub-section (1) of Section 6 read with Section 6(2) of the National Housing Bank Act, 1987 (No.53 of 1987), Reserve Bank of India hereby nominates Dr. Rajiv Kumar, Director, Central Board, Reserve Bank of India as the Bank's Nominee Director on the Board of Directors of the National Housing Bank vice Shri G M Rao.

[No. DBR.Appt.NHB. 12462 /08.21.006/2016-17]

SUDARSHAN SEN, Executive Director

विदेश मंत्रालय

(सी.पी.वी. प्रभाग)

नई दिल्ली, 30 मार्च, 2017

का.आ. 1029.—राजनयिक और कोंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद् द्वारा, केन्द्र सरकार भारत के प्रधान कोंसलावास, मेलबर्न में श्री विनय आनंद, सहायक अनुभाग अधिकारी और श्रीमति तबलीन कौर, निजी सहायक को दिनांक 30 मार्च, 2017 से सहायक कोंसलुर अधिकारी के तौर पर कोंसलुर सेवाओं के निर्वहन के लिए प्राधिकृत करती है।

[सं. टी. 4330/01/2017]

प्रकाश चन्द, निदेशक (कोंसलुर)

MINISTRY OF EXTERNAL AFFAIRS

(CPV DIVISION)

New Delhi, the 30th March, 2017

S.O. 1029.—Statutory Order in pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby appoints Shri Vinay Anand, Assistant

Section Officer and Ms. Tavleen Kaur, PA as Assistant Consular Officers in Consulate General of India, Melbourne to perform the Consular services with effect from 30 March, 2017.

[No. T. 4330/01/2016]

PRAKASH CHAND, Director (Consular)

नई दिल्ली 24 मार्च, 2017

का.आ. 1030-—राजनयिक और कौंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद् द्वारा, केन्द्र सरकार भारत के प्रधान कौंसलावास, टोरोंटो में श्री मंजीत सिंह कोहली, सहायक अनुभाग अधिकारी को दिनांक 24 मार्च, 2017 से सहायक कौंसुलर अधिकारी के तौर पर कौंसुलर सेवाओं के निर्वहन के लिए प्राधिकृत करती है।

[सं. टी. 4330/01/2016]

प्रकाश चन्द, निदेशक (कौंसुलर)

New Delhi, the 24th March, 2017

S.O. 1030—Statutory Order in pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officer (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby appoints Shri Manjeet Singh Kohli, Assistant Section Officer as Assistant Consular Officer in Consulate General of India, Toronto to perform the Consular services with effect from 24 March, 2017.

[No. T. 4330/01/2016]

PRAKASH CHAND, Director (Consular)

शहरी विकास मंत्रालय

नई दिल्ली, 17 अप्रैल, 2017

का.आ. 1031-—केन्द्रीय सरकार एतद्वारा शहरी विकास मंत्रालय के प्रशासनिक नियन्त्राधीन दिल्ली मेट्रो रेल कॉर्पोरेशन लिमिटेड तथा एनबीसीसी (इंडिया) लिमिटेड के निम्नलिखित कार्यालय, जिसके 80% से अधिक अधिकारियों और कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 (यथा संशोधित 1987) के नियम 10 के उपनियम(4) के अंतर्गत अधिसूचित करती हैं :-

1. वरिष्ठ उप महाप्रबंधक, नजफगढ़ डिपो, दिल्ली मेट्रो रेल कॉर्पोरेशन, नजफगढ़, दिल्ली-110043
2. कार्यकारी निदेशक (इंजीनियरिंग), आरबीजी नोएडा कार्यालय, एनबीसीसी (इंडिया) लि., नोएडा, उत्तर प्रदेश

[फा. सं. ई-11017/5/2013-हिन्दी]

धर्मेन्द्र, संयुक्त सचिव

MINISTRY OF URBAN DEVELOPMENT

New Delhi, the 17th April, 2017

S.O. 1031-—In pursuance of Sub-rule (4) of Rule 10 of Official Language (Use for official purpose of the Union) Rules, 1976, the Central Government hereby notify the following offices of the Delhi Metro Rail Corporation Ltd., and NBCC (India) Limited, under Ministry of Urban Development, where more than 80% of officers/employees have attained working knowledge of Hindi :

1. Sr. Dy Manager, Najfgarh Depot, Delhi Metro Rail Corporation Ltd., Najfgarh, Delhi-110043
2. Executive Director (Engg.), RBG Noida office, NBCC (India) Ltd., Noida, UP.

[F. No. E-11017/5/2013-Hindi]

DHARMENDRA, Jt. Secy.

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य और परिवार कल्याण विभाग)

नई दिल्ली, 25 मई, 2017

का.आ. 1032.—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित, और संशोधन करती है, अर्थात् :-

उक्त प्रथम अनुसूची में 'मान्यता प्राप्त आयुर्विज्ञान अर्हता' [जिसे इसके आगे कालम (2) कहा गया है] शीर्षक के अधीन डा. एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा, आन्ध्र प्रदेश के सामने अंतिम प्रविष्टि के पश्चात और 'पंजीकरण के लिए संक्षिप्तिकरण' [जिसे इसके आगे कालम (3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात् :-

(2)	(3)
"डॉक्टर ऑफ मेडिसिन (साइकीएट्रि)	एमडी (साइकीएट्रि) (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह जीएसएल मेडिकल कॉलेज एंड जनरल अस्पताल, लक्ष्मीपुरम, राजमुंद्री, आंध्र प्रदेश, में प्रशिक्षित किए गए छात्रों के संबंध में फरवरी, 2013 को या बाद में डॉ.एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा, आंध्र प्रदेश द्वारा प्रदत्त होगी।

- नोट :** 1. स्नातकोत्तर पाठ्यक्रम को दी गई ऐसी मान्यता अधिकतम 5 वर्ष के लिए होगी और उसके बाद इसका नवीकरण करवाना होगा।
2. मान्यता के 'नवीकरण' की प्रक्रिया वही होगी जो मान्यता प्रदान करने के लिए लागू होती है।
3. अपेक्षित मान्यता का समय से नवीकरण करवाने में विफल रहने पर, परिणाम स्वरूप, निरपवाद रूप से संबंधित स्नातकोत्तर पाठ्यक्रम में प्रवेश बंद हो जाएगा।

[फा. सं. यू-12012/10/2016-एमई-1]

अमित बिश्वास, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health and Family Welfare)

New Delhi, the 25th May, 2016

S.O. 1032.— In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956(102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:-

In the said First Schedule against "Dr. NTR University of Health Sciences, Vijaywada, Andhra Pradesh" under the heading 'Recognized Medical Qualification' [hereinafter referred to as column (2)] after the last entry and entry relating thereto under the heading 'Abbreviation for Registration'[hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
“Doctor of Medicine (Psychiatry)”	MD (Psychiatry) (This shall be a recognized medical qualification when granted by Dr. NTR University of Health Sciences, Vijaywada, Andhra Pradesh in respect of students admitted at GSL Medical College & General Hospital, Lakshmipuram, Rajahmundry, Andhra Pradesh on or after 2013)

- Note:** 1. The recognition so granted to a Postgraduate Course shall be for a maximum period of 5 years, upon which it shall have to be renewed.
2. The procedure for ‘Renewal’ of recognition shall be same as applicable for the award of recognition.
3. Failure to seek timely renewal of recognition as required shall invariably result in stoppage of admissions to the concerned Postgraduate Course.

[F. No. U-12012/10/2016-ME-I]

AMIT BISWAS, Under Secy.

नई दिल्ली, 1 सितम्बर, 2016

का.आ. 1033.—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित, और संशोधन करती है, अर्थात् :-

उक्त प्रथम अनुसूची में ‘मान्यताप्राप्त आयुर्विज्ञान अर्हता’ शीर्षक के अधीन [जिसे इसके आगे कालम (2) कहा गया है] “मंगलूर विश्वविद्यालय” के सामने अंतिम प्रविष्टि के पश्चात और ‘पंजीकरण के लिए संक्षिप्तकरण’ [जिसे इसके आगे कालम (3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा अर्थात् :-

(2)	(3)
“डॉक्टर ऑफ मेडिसिन (जनरल मेडिसिन)”	एमडी (जनरल मेडिसिन) (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह फॉर्दर मुल्लर इंस्टीट्यूट ऑफ मेडिकल एज्युकेशन एंड रिसर्च, मंगलूर में प्रशिक्षित किए गए छात्रों के संबंध में 1992 में मंगलूर विश्वविद्यालय और कर्नाटक सरकार द्वारा यथा स्वीकृत प्रदत्त होगी।)
“मास्टर ऑफ सर्जरी (जनरल सर्जरी)”	एमडी (जनरल सर्जरी) (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह फॉर्दर मुल्लर इंस्टीट्यूट ऑफ मेडिकल एज्युकेशन एंड रिसर्च, मंगलूर में प्रशिक्षित किए गए छात्रों के संबंध में 1992 में मंगलूर विश्वविद्यालय और कर्नाटक सरकार द्वारा यथा स्वीकृत प्रदत्त होगी।)

“डॉक्टर ऑफ मेडिसिन (ऑब्स्टेट्रिक्स व गॉयनीकॉलोजी)”	<p>एमडी (ऑब्स्टेट्रिक्स व गॉयनीकॉलोजी)</p> <p>(यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह फाँदर मुल्लर इंस्टीट्यूट ऑफ मेडिकल एज्युकेशन एंड रिसर्च, मंगलूर में प्रशिक्षित किए गए छात्रों के संबंध में 1992 में मंगलूर विश्वविद्यालय और कर्नाटक सरकार द्वारा यथा स्वीकृत प्रदत्त होगी।)</p>
“मास्टर ऑफ सर्जरी (ऑर्थोपीडिक्स)”	<p>एमएस (ऑर्थोपीडिक्स)</p> <p>(यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह फाँदर मुल्लर इंस्टीट्यूट ऑफ मेडिकल एज्युकेशन एंड रिसर्च, मंगलूर में प्रशिक्षित किए गए छात्रों के संबंध में 1992 में मंगलूर विश्वविद्यालय और कर्नाटक सरकार द्वारा यथा स्वीकृत प्रदत्त होगी।)</p>
“डॉक्टर ऑफ मेडिसिन (पीडियॉट्रिक्स)”	<p>एमडी (पीडियॉट्रिक्स)</p> <p>(यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह फाँदर मुल्लर इंस्टीट्यूट ऑफ मेडिकल एज्युकेशन एंड रिसर्च, मंगलूर में प्रशिक्षित किए गए छात्रों के संबंध में 1992 में मंगलूर विश्वविद्यालय और कर्नाटक सरकार द्वारा यथा स्वीकृत प्रदत्त होगी।)</p>
“डॉक्टर ऑफ सर्जरी (साइकिएटरी)”	<p>एमडी (साइकिएटरी)</p> <p>(यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह फाँदर मुल्लर इंस्टीट्यूट ऑफ मेडिकल एज्युकेशन एंड रिसर्च, मंगलूर में प्रशिक्षित किए गए छात्रों के संबंध में 1992 में मंगलूर विश्वविद्यालय और कर्नाटक सरकार द्वारा यथा स्वीकृत प्रदत्त होगी।)</p>
“डॉक्टर ऑफ सर्जरी (एनेस्थियॉलोजी)”	<p>एमडी (एनेस्थियॉलोजी)</p> <p>(यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह फाँदर मुल्लर इंस्टीट्यूट ऑफ मेडिकल एज्युकेशन एंड रिसर्च, मंगलूर में प्रशिक्षित किए गए छात्रों के संबंध में 1992 में मंगलूर विश्वविद्यालय और कर्नाटक सरकार द्वारा यथा स्वीकृत प्रदत्त होगी।)</p>
“डिप्लोमा इन गॉयनिकॉलोजी व ऑब्स्टेट्रिक्स”	<p>डीजीओ</p> <p>(यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह फाँदर मुल्लर इंस्टीट्यूट ऑफ मेडिकल एज्युकेशन एंड रिसर्च, मंगलूर में प्रशिक्षित किए गए छात्रों के संबंध में 1992 में मंगलूर विश्वविद्यालय और कर्नाटक सरकार द्वारा यथा स्वीकृत प्रदत्त होगी।)</p>

“डिप्लोमा इन ऑर्थोपीडिक्स”	डीओर्थो (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह फाँदर मुल्लर इंस्टीट्यूट ऑफ मेडिकल एज्युकेशन एंड रिसर्च, मंगलूर में प्रशिक्षित किए गए छात्रों के संबंध में 1992 में मंगलूर विश्वविद्यालय और कर्नाटक सरकार द्वारा यथा स्वीकृत प्रदत्त होगी।)
“डिप्लोमा इन चाइल्ड हेल्थ”	डीसीएच (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह फाँदर मुल्लर इंस्टीट्यूट ऑफ मेडिकल एज्युकेशन एंड रिसर्च, मंगलूर में प्रशिक्षित किए गए छात्रों के संबंध में 1992 में मंगलूर विश्वविद्यालय और कर्नाटक सरकार द्वारा यथा स्वीकृत प्रदत्त होगी।)
“डिप्लोमा इन एनीस्थीसिया”	डीए (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह फाँदर मुल्लर इंस्टीट्यूट ऑफ मेडिकल एज्युकेशन एंड रिसर्च, मंगलूर में प्रशिक्षित किए गए छात्रों के संबंध में 1992 में मंगलूर विश्वविद्यालय और कर्नाटक सरकार द्वारा यथा स्वीकृत प्रदत्त होगी।)
“डिप्लोमा इन साइकलोजिकल मेडिसिन”	डीपीएम (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह फाँदर मुल्लर इंस्टीट्यूट ऑफ मेडिकल एज्युकेशन एंड रिसर्च, मंगलूर में प्रशिक्षित किए गए छात्रों के संबंध में 1992 में मंगलूर विश्वविद्यालय और कर्नाटक सरकार द्वारा यथा स्वीकृत प्रदत्त होगी।)

- नोट : 1. एमबीबीएस डिग्री प्रदान करने के लिए अधोस्नातक कोर्स को दी गई ऐसी मान्यता अधिकतम 5 वर्ष के लिए होगी और उसके बाद इसका नवीकरण करवाना होगा।
2. मान्यता के 'नवीकरण' की प्रक्रिया वही होगी जो मान्यता प्रदान करने के लिए लागू होती है।
3. उपरिक्तित उप खंड (क) में यथा-अपेक्षित मान्यता का समय से नवीकरण करवाने में विफल रहने पर, परिणामस्वरूप, निरपवाद रूप से, उक्त संस्थान/मेडिकल कॉलेज में संबंधित एसबीबीएस अधोस्नातक कोर्स में प्रवेश बंद हो जाएगा।

[सं. यू-12012/742/2015-एमई-1]

डी. वी. के. राव, अवर सचिव

New Delhi, the 1st September, 2016

S.O. 1033.— In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956(102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:-

In the said First Schedule against “Mangalore University” under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)] after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
“Doctor of Medicine (General Medicine)”	<p>“MD (General Medicine)”</p> <p>(This shall be a recognized medical qualification when granted by Mangalore University in respect of students admitted in Father Muller Institute of Medical Education and Research, Mangalore as sanctioned by Mangalore University and Government of Karnataka in 1992.</p>
“Master of Surgery (General Surgery)”	<p>MD (General Surgery)</p> <p>(This shall be a recognized medical qualification when granted by Mangalore University in respect of students being trained at Father Muller Institute of Medical Education and Research, Mangalore as sanctioned by Mangalore University and Government of Karnataka in 1992.</p>
“Doctor of Medicine (Obstetrics & Gynecology)”	<p>MD (Obstetrics & Gynecology)</p> <p>(This shall be a recognized medical qualification when granted by Mangalore University in respect of students being trained at Father Muller Institute of Medical Education and Research, Mangalore as sanctioned by Mangalore University and Government of Karnataka in 1992.</p>
“Master of Surgery (Orthopedics)”	<p>MS (Orthopedics)</p> <p>(This shall be a recognized medical qualification when granted by Mangalore University in respect of students being trained at Father Muller Institute of Medical Education and Research, Mangalore as sanctioned by Mangalore University and Government of Karnataka in 1992.</p>
“Doctor of Medicine(Paediatrics)”	<p>MD (Paediatrics)</p> <p>(This shall be a recognized medical qualification when granted by Mangalore University in respect of students being trained at Father Muller Institute of Medical Education and Research, Mangalore as sanctioned by Mangalore University and Government of Karnataka in 1992.</p>
“Doctor of Medicine (Psychiatry)”	<p>MD (Psychiatry)</p> <p>(This shall be a recognized medical qualification when granted by Mangalore University in respect of students being trained at Father Muller Institute of Medical Education and Research, Mangalore as sanctioned by Mangalore University and Government of Karnataka in 1992.</p>
“Doctor of Medicine(Anaesthesiology)”	<p>MD (Anaesthesiology)</p> <p>(This shall be a recognized medical qualification when granted by Mangalore University in respect of students being trained at Father Muller Institute of Medical Education and Research, Mangalore as sanctioned by Mangalore University and Government of Karnataka in 1992.</p>
“Diploma in Gynaecology and Obstetrics”	<p>DGO</p> <p>(This shall be a recognized medical qualification when granted by Mangalore University in respect of students being trained at Father Muller Institute of Medical Education and Research, Mangalore as sanctioned by Mangalore University and Government of Karnataka in 1992.</p>

“Diploma in Orthopedics”	D. Ortho (This shall be a recognized medical qualification when granted by Mangalore University in respect of students being trained at Father Muller Institute of Medical Education and Research, Mangalore as sanctioned by Mangalore University and Government of Karnataka in 1992.
“Diploma in Child Health”	D.C.H. (This shall be a recognized medical qualification when granted by Mangalore University in respect of students being trained at Father Muller Institute of Medical Education and Research, Mangalore as sanctioned by Mangalore University and Government of Karnataka in 1992.
“Diploma in Anaesthesia”	D.A. (This shall be a recognized medical qualification when granted by Mangalore University in respect of students being trained at Father Muller Institute of Medical Education and Research, Mangalore as sanctioned by Mangalore University and Government of Karnataka in 1992.
“Diploma in Psychological Medicine”	D.P.M. (This shall be a recognized medical qualification when granted by Mangalore University in respect of students being trained at Father Muller Institute of Medical Education and Research, Mangalore as sanctioned by Mangalore University and Government of Karnataka in 1992.

- Note:** 1. The recognition so granted to a Postgraduate Course shall be for a maximum period of 5 years, upon which it shall have to be renewed.
2. The procedure for ‘Renewal’ of recognition shall be same as applicable for the award of recognition.
3. Failure to seek timely renewal of recognition as required shall invariably result in stoppage of admissions to the concerned Postgraduate Course.

[No. U-12012/742/2015-ME-I]

D.V.K. RAO, Under Secy.

नई दिल्ली, 8 सितम्बर, 2016

का.आ.1034.—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप धारा(2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित, और संशोधन करती है:

उक्त प्रथम अनुसूची में ‘मान्यता प्राप्त आयुर्विज्ञान अर्हता’ शीर्षक के अधीन [जिसे इसके आगे कालम(2) कहा गया है] “बरकतउल्लाह विश्वविद्यालय, भोपाल, मध्य प्रदेश” के सामने अंतिम प्रविष्टि के पश्चात और ‘पंजीकरण के लिए संक्षिप्तकरण’ [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा अर्थात्:-

(2)	(3)
बेचलर ऑफ मेडिसिन और बेचलर ऑफ सर्जरी	एम.बी.बी.एस. (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह चिरायु मेडिकल कॉलेज एंड अस्पताल, भोपाल में प्रशिक्षित किए गए छात्रों के संबंध में मार्च, 2016 को या बाद में 150 एमबीबीएस छात्रों की वार्षिक प्रवेश क्षमता के साथ,, बरकतउल्लाह विश्वविद्यालय, भोपाल, मध्य प्रदेश द्वारा प्रदत्त होगी।

ख) उक्त प्रथम अनुसूची में 'मान्यता प्राप्त आयुर्विज्ञान अर्हता'शीर्षक के अधीन [जिसे इसके आगे कालम(2) कहा गया है] "तमिलनाडु डॉ. एम.जी.आर.मेडिकल विश्वविद्यालय, चेन्नई" के सामने अंतिम प्रविष्टि के पश्चात और 'पंजीकरण के लिए संक्षिप्तिकरण' [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात्:-

(2)	(3)
बेचलर ऑफ मेडिसिन और बेचलर ऑफ सर्जरी	एम.बी.बी.एस. (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह धनलक्ष्मी श्रीनिवासन मेडिकल कॉलेज व अस्पताल, पैरांबलूर, तमिलनाडु में प्रशिक्षित किए गए छात्रों के संबंध में दिसंबर, 2016 को या बाद में 150 एमबीबीएस छात्रों की वार्षिक प्रवेश क्षमता के साथ, डॉ.एम.जी.आर.मेडिकल विश्वविद्यालय, चेन्नई द्वारा प्रदत्त होगी।)

ग) उक्त प्रथम अनुसूची में 'मान्यता प्राप्त आयुर्विज्ञान अर्हता'शीर्षक के अधीन [जिसे इसके आगे कालम(2) कहा गया है] "राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बेंगलूर" के सामने अंतिम प्रविष्टि के पश्चात और 'पंजीकरण के लिए संक्षिप्तिकरण' [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात्:-

(2)	(3)
बेचलर ऑफ मेडिसिन और बेचलर ऑफ सर्जरी	एम.बी.बी.एस. (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह सप्तगिरि मेडिकल साइंसिस व अनुसंधान केन्द्र संस्थान, बेंगलूर में प्रशिक्षित किए गए छात्रों के संबंध में दिसंबर, 2016 को या बाद में 150 एमबीबीएस छात्रों की वार्षिक प्रवेश क्षमता के साथ, राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बेंगलूर द्वारा प्रदत्त होगी।)

घ) उक्त प्रथम अनुसूची में 'मान्यता प्राप्त आयुर्विज्ञान अर्हता'शीर्षक के अधीन [जिसे इसके आगे कालम(2) कहा गया है] "बाबा फरीद स्वास्थ्य विज्ञान विश्वविद्यालय, फरीदकोट" के सामने अंतिम प्रविष्टि के पश्चात और 'पंजीकरण के लिए संक्षिप्तिकरण' [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात्:-

(2)	(3)
बेचलर ऑफ मेडिसिन और बेचलर ऑफ सर्जरी	एम.बी.बी.एस. (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह पंजाब आयुर्विज्ञान संस्थान, जालंधर पंजाब में प्रशिक्षित किए गए छात्रों के संबंध में दिसंबर, 2016 को या बाद में 150 एमबीबीएस छात्रों की वार्षिक प्रवेश क्षमता के साथ, बाबा फरीद स्वास्थ्य विज्ञान विश्वविद्यालय, फरीदकोट द्वारा प्रदत्त होगी।)

ङ) उक्त प्रथम अनुसूची में 'मान्यता प्राप्त आयुर्विज्ञान अर्हता'शीर्षक के अधीन [जिसे इसके आगे कालम(2) कहा गया है] " तमिलनाडु डॉ.एम.जी.आर.मेडिकल विश्वविद्यालय, चेन्नई" के सामने अंतिम प्रविष्टि के पश्चात और 'पंजीकरण के लिए संक्षिप्तिकरण' [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात्:-

(2)	(3)
बेचलर ऑफ मेडिसिन और बेचलर ऑफ सर्जरी	एम.बी.बी.एस. (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह मदा मेडिकल कॉलेज व अस्पताल, तांडलम, चेन्नई में प्रशिक्षित किए गए छात्रों के संबंध में दिसंबर, 2016 को या बाद में 150 एमबीबीएस छात्रों की वार्षिक प्रवेश क्षमता के साथ, डॉ.एम.जी.आर.मेडिकल विश्वविद्यालय, चेन्नई द्वारा प्रदत्त होगी।)

(च) उक्त प्रथम अनुसूची में 'मान्यता प्राप्त आयुर्विज्ञान अर्हता'शीर्षक के अधीन[जिसे इसके आगे कालम(2) कहा गया है] "चौधरी चरण सिंह विश्वविद्यालय, मेरठ" के सामने अंतिम प्रविष्टि के पश्चात और 'पंजीकरण के लिए संक्षिप्तकरण' [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात्:-

(2)	(3)
बेचलर ऑफ मेडिसिन और बेचलर ऑफ सर्जरी	एम.बी.बी.एस. (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह रमा मेडिकल कॉलेज, अस्पताल, व रिसर्च सेंटर, हापुड, गाजियाबाद में प्रशिक्षित किए गए छात्रों के संबंध में दिसंबर, 2016 को या बाद में 150 एमबीबीएस छात्रों की वार्षिक प्रवेश क्षमता के साथ, चौधरी चरण सिंह विश्वविद्यालय, मेरठ द्वारा प्रदत्त होगी।)

(छ) उक्त प्रथम अनुसूची में 'मान्यता प्राप्त आयुर्विज्ञान अर्हता'शीर्षक के अधीन[जिसे इसके आगे कालम(2) कहा गया है] "डॉ.एन.टी.आर.स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा" के सामने अंतिम प्रविष्टि के पश्चात और 'पंजीकरण के लिए संक्षिप्तकरण' [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात्:-

(2)	(3)
बेचलर ऑफ मेडिसिन और बेचलर ऑफ सर्जरी	एम.बी.बी.एस. (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह फातिमा आयुर्विज्ञान संस्थान, कडप्पा, आंध्र प्रदेश में प्रशिक्षित किए गए छात्रों के संबंध में दिसंबर, 2016 को या बाद में 100 एमबीबीएस छात्रों की वार्षिक प्रवेश क्षमता के साथ, डॉ.एन.टी.आर.स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा द्वारा प्रदत्त होगी।)

(ज) उक्त प्रथम अनुसूची में 'मान्यता प्राप्त आयुर्विज्ञान अर्हता'शीर्षक के अधीन[जिसे इसके आगे कालम(2) कहा गया है] "केरल स्वास्थ्य विज्ञान विश्वविद्यालय, तृशूर " के सामने अंतिम प्रविष्टि के पश्चात और 'पंजीकरण के लिए संक्षिप्तकरण' [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात्:-

(2)	(3)
बेचलर ऑफ मेडिसिन और बेचलर ऑफ सर्जरी	एम.बी.बी.एस. (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह मालाबार मेडिकल कॉलेज एंड रिसर्च सेन्टर, कालीकट, केरल में प्रशिक्षित किए गए छात्रों के संबंध में दिसंबर, 2016 को या बाद में 100 एमबीबीएस छात्रों की वार्षिक प्रवेश क्षमता के साथ, केरल स्वास्थ्य विज्ञान विश्वविद्यालय, तृशूर द्वारा प्रदत्त होगी।)

नोट: 1. उच्चतम न्यायालय द्वारा अधिदेशित भारतीय आर्युविज्ञान परिषद पर निगरानी समिति द्वारा 12 अगस्त, 2016 के पत्र सं.ओसी/रेकोगनीशन(यूजी) प्रोपोज़ल्स/ 2016-17/42 के निदेशों का पालन करते हुए यह अधिसूचना जारी की जाती है। सभी मामलों में मेडिकल कॉलेज इस अधिसूचना के जारी होने के 15 दिन के अन्दर निम्नलिखित उपलब्ध करवाएंगे:-

- (i) संबंधित न्यास/विश्वविद्यालय/सोसायटी/कम्पनी आदि के डीन/प्रिंसिपल और अध्यक्ष की ओर से शपथ पत्र कि सभी कमियों की पूर्ति कर दी गयी है और स्वा.और परि.कल्या.मंत्रा. को 22 जून, 2016 तक प्रेषित अनुपालन रिपोर्ट में इसका उल्लेख किया गया।
- (ii) भा.आयु.परि.के पक्ष में 2 करोड़ रुपये की बैंक गारंटी जो एक वर्ष अथवा प्रथम नवीकरण मूल्यांकन तक, इनमें से जो भी बाद में हो, तक के लिए वैध हो। ऐसी बैंक गारंटी आवेदन के साथ प्रस्तुत की गई निर्धारित फीस के अलावा होगी।

2. उच्चतम न्यायालय द्वारा अधिदेशित निगरानी समिति ने अनुमोदन प्रदान करते समय निम्नलिखित शर्त भी लगाई है:-

- (क) निगरानी समिति 30 सितंबर, 2016 के पश्चात कभी भी कॉलेज द्वारा प्रस्तुत अनुपालन रिपोर्ट के सत्यापन के लिए निरीक्षण के आदेश दे सकती है।
- (ख) उपर्युक्त 1 की शर्त (i) व (ii) में चूक होने पर और 30 सितंबर के बाद किए जाने वाले निरीक्षण में अनुपालन अधूरा पाए जाने की स्थिति में, ऐसे कॉलेज को, 2017-18 से प्रारम्भ होने वाले सत्र से, 2 वर्ष के लिए नए छात्रों को प्रवेश देने से वंचित कर दिया जाएगा।

3. एमबीबीएस डिग्री प्रदान करने के लिए अधोस्नातक कोर्सों के लिए दी गयी मान्यता निगरानी समिति के उपर्युक्त निर्दिष्ट निर्देशों और शर्तों के अधीन होगी और अधिकतम 5 वर्षों के लिए होगी और इसके बाद इसका नवीकरण करवाना ही होगा। 'नवीकरण' की प्रक्रिया वही होगी जो मान्यता प्राप्त करने के लिए लागू होती है।

4. मान्यता के 'नवीकरण' की प्रक्रिया वही होगी जो मान्यता प्रदान करने के लिए लागू होती है।

5. मान्यता का समय से नवीकरण करवाने में विफल रहने पर, परिणामस्वरूप, निरपवाद रूप से, उक्त संस्थान/मेडिकल कॉलेज में संबंधित एमबीबीएस अधोस्नातक कोर्स में प्रवेश बंद हो जाएगा।

[फा. सं. यू-12012/33/2016-एमई-1]

डी. वी. के राव, अवर सचिव

New Delhi, the 8th September, 2016

S.O. 1034.—In exercise of the power conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956(102 of 1956), the Central Government, after consulting the Medical Council of India, makes the following further amendments in the First Schedule to the said Act:

- (a) In the said First Schedule after "Barkatullah University, Bhopal" and under the heading 'Recognized Medical Qualification' [Hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [Hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
Bachelor of Medicine and Bachelor of Surgery	M.B.B.S (This shall be a recognized medical Qualification when granted by Backatullah University, Bhopal in respect of students being trained at Chirayu Medical college & Hospital, Bhopal with annual intake of 150 MBBS students on or after 2016.)

- (b) In the said First Schedule after “Tamilnadu Dr. MGR Medical University, Chennai” and under the heading ‘Recognized Medical Qualification’ [Hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [Hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
Bachelor of Medical and Bachelor of Surgery	M.B.B.S. (This shall be recognized medical qualification when granted by Tamilnadu Dr. MGR Medical University, Chennai in respect of student being trained at Dhanalakshmi Srinivasan Medical College & Hospital, Perambalur, Tamilnadu with annual intake of 150 MBBS students on or after 2016.)

- (c) In the said First Schedule after “Rajiv Gandhi University of Health Sciences, Bangalore” and under the heading ‘Recognized Medical Qualification’ [Hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [Hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
Bachelor of Medicine and Bachelor of Surgery	M.B.B.S. (This shall be a recognized medical qualification when granted by Rajiv Gandhi University of Health Sciences, Bangalore in respect of students being trained at Sathagiri Institute of Medical Sciences & Research Center, Bangalore With annual intake of 150 MBBS students on or after 2016.)

- (d) In the said First schedule after “Baba Farid university of Health Sciences, Faridkot” and under the heading ‘Recognized Medical Qualification’ [Hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [Hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
Bachelor of Medicine and Bachelor of Surgery	M.B.B.S. (This shall be a recognized medical qualification when granted by Baba Farid University of Health Sciences, Faridkot in respect of students being trained at Panjab Institute of Medical Sciences, Jalandhar, Punjab with annual intake of 150 MBBS students on or after 2016.)

- (e) In the said First schedule after “Tamilnadu Dr. MGR Medical University, Chennai” and under the heading ‘Recognized Medical Qualification’ [Hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [Hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
Bachelor of Medicine and Bachelor of Surgery	M.B.B.S. (This shall be a recognized medical qualification when granted by Tamilnadu Dr. MGR Medical University, Chennai in respect of students being trained at Madha Medical College and Hospital, Thandlam, Chennai with annual intake of 150 MBBS students on or after 2016.)

- (f) In the said First schedule after “Chaudhary Charan Singh University, Meerut” and under the heading ‘Recognized Medical Qualification’ [Hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [Hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
Bachelor of Medicine and Bachelor of Surgery	M.B.B.S. (This shall be recognized medical qualification when granted by Chaudhary Charan Singh University, Meerut in respect of students being trained at Rama Medical College and Hospital & Research Centre, Hapur, Ghaziabad with annual intake of 150 MBBS students on or after 2016.)

- (g) In the said First Schedule after “Dr. NTR University of Health Sciences, Vijayawada” and under the heading ‘Recognized Medical Qualification’ [Hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [Hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
Bachelor of Medicine and Bachelor of Surgery	M.B.B.S. (This shall be a recognized medical qualification when granted by Tamilnadu NTR University of Health Sciences, Vijayawada in respect of students being trained at Fathima Institute of Medical Sciences, Kadapa, Andhra Pradesh with annual intake of 100 MBBS students on or after 2016.)

- (h) In the said First Schedule after “Kerala University of Health Sciences, Thrissur” and under the heading ‘Recognized Medical Qualification’ [Hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [Hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
Bachelor of Medicine and Bachelor of Surgery	M.B.B.S. (This shall be recognized medical qualification when granted by Kerala University of Health Sciences, Thrissur in respect of students being trained at Malabar Medical College & Research Centre, Calicut, Kerala with annual intake of 150 MBBS students on or after 2016.).

Note: 1. This notification is issued complying with the direction if the Supreme Court Mandated Oversight Committee on MCI as communicated vide letter No. OC/Recognition (UG) Proposals/2016-17/42 dated 12th August, 2016. In all cases, Medical Colleges shall within 15 days of this Notification, Provide the following:-

- (i) An affidavit from the Dean/Principal and Chairman of the Trust/University/Society/Company etc Concerned, affirming fulfillment of all deficiencies and statement made in the respective compliance report submitted to MHFW by 22 June, 2016,
- (ii) A bank guarantee in the amount of Rs.2 crore in favour of MCI, which will be valid for 1 year or until the first renewal assessment, whichever is later. Such bank guarantee will be in addition to the prescribed fee submitted alongwith the application.

2. The Supreme Court Mandated Oversight Committee while granting approval has also stipulated as follows:-

- (a) OC may direct inspection to verify the compliance submitted by the college and considered by OC, anytime after 30 September, 2016.
 - (b) In default of the conditions (i) and (ii) in 1 above and if the compliances are found incomplete in the inspection to be conducted after 30 September, 2016, such college will be debarred from fresh intake of students for 2 years commencing 2017-18.
3. The recognition so granted to undergraduate courses for award of MBBS degree shall be subject to directives and stipulations made by the oversight Committee indicated herein above and further subject to a maximum period of 5 years, upon which it shall have to be renewed.
 4. The procedure for 'Renewal' of recognition shall be same as applicable for the award for recognition.
 5. Failure to seek timely renewal of recognition as required shall invariably result in stoppage of admissions to the concerned undergraduate Course.

[F. No.U-12012/33/2016-ME-I]

D.V.K. RAO, Under Secy.

नई दिल्ली, 8 नवम्बर, 2016

का.आ. 1035.—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित, और संशोधन करती है, अर्थात् :-

उक्त प्रथम अनुसूची में 'मान्यता प्राप्त आयुर्विज्ञान अर्हता' [जिसे इसके आगे कालम (2) कहा गया है] शीर्षक के अधीन "राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय बंगलूर से पूर्व प्रविष्टियों में "येनेपोया स्वास्थ्य विज्ञान विश्वविद्यालय, मंगलूर" जोड़ा जाए और येनेपोया स्वास्थ्य विज्ञान विश्वविद्यालय, मंगलूर के सामने अंतिम प्रविष्टि के पश्चात और 'पंजीकरण के लिए संक्षिप्तकरण' [जिसे इसके आगे कालम (3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा अर्थात् :-

(2)	(3)
डॉक्टर ऑफ मेडिसिन (पेडियाट्रिक्स)	एम.डी. (पेडियाट्रिक्स) (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह येनेपोया मेडिकल कॉलेज, मंगलूर में 2008 को अथवा उसके पश्चात येनेपोया स्वास्थ्य विज्ञान विश्वविद्यालय, मंगलूर द्वारा प्रदत्त होगी)।

“डॉक्टर ऑफ मेडिसिन (टयुबरक्यूलोसिस एंड रेस्पिरेटरी डिसिसिज/पल्मोनरी मेडिसिन)”	एम.डी (टीबी एंड रेस्पिरेटरी डिसिसिज/पल्मोनरी मेडिसिन) (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह येनेपोया मेडिकल कॉलेज, मंगलूर में 2008 को अथवा उसके पश्चात येनेपोया स्वास्थ्य विज्ञान विश्वविद्यालय, मंगलूर द्वारा प्रदत्त होगी)।
“डॉक्टर ऑफ मेडिसिन/मास्टर ऑफ सर्जरी (ऑपथालमॉलोजी)”	एम.डी/एम.एस(ऑपथालमॉलोजी) (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह येनेपोया मेडिकल कॉलेज, मंगलूर में 2008 को अथवा उसके पश्चात येनेपोया स्वास्थ्य विज्ञान विश्वविद्यालय, मंगलूर द्वारा प्रदत्त होगी)।
“मास्टर ऑफ सर्जरी (ईएनटी)”	एम.एस (ईएनटी) (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह येनेपोया मेडिकल कॉलेज, मंगलूर में 2008 को अथवा उसके पश्चात येनेपोया स्वास्थ्य विज्ञान विश्वविद्यालय, मंगलूर द्वारा प्रदत्त होगी)।

नोट: 1. स्नातकोत्तर कोर्स को दी गई ऐसी मान्यता अधिकतम 5 वर्ष के लिए होगी और उसके बाद इसका नवीकरण करवाना होगा।

2. मान्यता के 'नवीकरण' की प्रक्रिया वही होगी जो मान्यता प्रदान करने के लिए लागू होती है।

3. अपेक्षित मान्यता का समय से नवीकरण करवाने में विफल रहने पर, परिणाम स्वरूप, निरपवाद रूप से, संबंधित स्नातकोत्तर कोर्स में प्रवेश बंद हो जाएगा।

[फा. सं. यू-12012/45/2016-एमई-1]

डी. वी. के. राव, अवर सचिव

New Delhi, the 8th November, 2016

S.O. 1035— In exercise of the powers conferred by sub-section (2) of the section 11 of Indian Medical Council Act, 1956(102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendment in the First Schedule to the said Act, due to change in name of affiliating University namely:-

In the said First Schedule before “Rajiv Gandhi University of Health Sciences, Bangalore and entries thereto “Yenepoya University of Health Science, Mangalore” shall be added and against “Yenepoya University of Health Sciences, Mangalore” under the heading ‘recognized Medical Qualification’ [hereinafter referred to as column (2)] after the last entry and entry relating thereto under the heading ‘Abbreviation for registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
Doctor of Medicine (Paediatrics)	MD (Paediatrics) (This shall be a recognized medical qualification when granted by “Yenepoya University of Health Sciences, Mangalore” in respect of students being trained at Yenepoya Medical College, Mangalore on or after 2008).
“Doctor of Medicine (Tuberculosis & Respiratory Diseases/Pulmonary Medicine)	MD (TB & Respiratory Diseases/Pulmonary Medicine) (This shall be a recognized medical qualification when granted by “Yenepoya University of Health Sciences, Mangalore” in respect of students being trained at Yenepoya Medical College, Mangalore on or after 2008).
Doctor of Medicine/Master of Surgery (Ophthalmology)	MD/MS (Ophthalmology) (This shall be a recognized medical qualification when

	granted by “Yenepoya University of Health Sciences, Mangalore” in respect of students being trained at Yenepoya Medical College, Mangalore on or after 2008).
Master Of Surgery (ENT)	MS (ENT) (This shall be a recognized medical qualification when granted by “Yenepoya University of Health Sciences, Mangalore” in respect of students being trained at Yenepoya Medical College, Mangalore on or after 2008).

- Note:** 1. The recognition so granted to a Postgraduate Course shall be for a maximum period of 5 Years, upon which it shall have to renewed.
2. The procedure to ‘Renewal’ of recognition shall be same as application for the award of recognition.
3. Failure to seek timely renewal of recognition as required shall invariably result in stoppage of admissions to the concerned Postgraduate Course.

[F.No. U-12012/45/2016-ME-I]

D.V.K. RAO, Under Secy.

शुद्धि-पत्र

नई दिल्ली, 9 नवम्बर, 2016

का.आ. 1036.—इस विभाग अधिसूचना सं.यू.-12012/481/2015-एमई-(पी. II) दिनांक 14.08.2015 के अनुक्रम में भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित, और संशोधन करती है, अर्थात्:-

उक्त प्रथम अनुसूची में –

(ड.) “डॉ. एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा, आंध्र प्रदेश” के समक्ष ‘पंजीकरण के लिए संक्षिप्तिकरण’ कालम (3) शीर्षक के अंतर्गत डॉक्टर ऑफ मेडिसिन (पेडियाट्रिक्स) ‘मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह प्रतिमा इंस्टिट्यूट ऑफ मेडिकल साइंसेज, करीम नगर में 2014 की बजाए 2012 अथवा उसके पश्चात प्रशिक्षित किए गए छात्रों को डॉ. एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा, आन्ध्र प्रदेश द्वारा प्रदत्त होगी।”

[फा. सं. यू-12012/481/2015-एमई-I]

डी.वी.के. राव, अवर सचिव

CORRIGENDUM

New Delhi, the 9th November, 2016

S.O. 1036.—In continuation to this Department’s Notification No. U.-12012/481/2015-ME(P.II) dated 14.08.2015, and in exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely :-

In the said Schedule –

- (e) against “Dr NTR University of Health Sciences, Vijaywada, Andhra Pradesh” under the heading ‘Abbreviation for Registration’ (column 3), the Doctor of Medicine (Paediatrics) qualification shall be a recognized medical qualification when granted by Dr NTR University of Health Sciences, Vijaywada, Andhra Pradesh in respect of students being trained at Prathima Institute of Medical Sciences, karim Nagar on or after 2012 instead of 2014”.

[F. No. U-12012/481/2015-ME-I]

D.V.K. RAO, Under Secy.

नई दिल्ली, 15 नवम्बर, 2016

का.आ. 1037.—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद से परामर्श करके उस अधिनियम की प्रथम अनुसूची में, निम्नलिखित, और संशोधन करती है, अर्थात्:-

उक्त प्रथम अनुसूची में 'मान्यता प्राप्त आयुर्विज्ञान अर्हता' [जिसे इसके आगे कालम (2) कहा गया है] शीर्षक के अधीन "दि तमिलनाडु डॉ. एम.जी.आर. मेडिकल विश्वविद्यालय, चेन्नई" के सामने अंतिम प्रविष्टि के पश्चात और पंजीकरण के लिए संक्षिप्तिकरण' [जिसे इसके आगे कालम (3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा अर्थात् :-

(2)	(3)
"मास्टर ऑफ सर्जरी(अब्स्टेट्रिक्स एंड गॉयनेकॉलोजी)	एम.एस (ओबीजी) (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह तिरुनेलवेल्ली मेडिकल कॉलेज, तिरुनेलवेल्ली, तमिलनाडु में प्रशिक्षित किए गए छात्रों के बैच के संबंध में 1996, 1997 और 1998 के दौरान दि तमिलनाडु डॉ.एम.जी.आर. मेडिकल विश्वविद्यालय, चेन्नई द्वारा प्रदत्त होगी।)"

- नोट :** 1. स्नातकोत्तर कोर्स को दी गई ऐसी मान्यता अधिकतम 5 वर्ष के लिए होगी और उसके बाद इसका नवीकरण करवाना होगा।
2. मान्यता के 'नवीकरण'की प्रक्रिया वही होगी जो मान्यता प्रदान करने के लिए लागू होती है।
3. उप खंड (क) में यथा-अपेक्षित मान्यता का समय से नवीकरण करवाने में विफल रहने पर, परिणामस्वरूप, निरपवाद रूप से, संबंधित स्नातकोत्तर कोर्स में प्रवेश बंद हो जाएगा।

[फा.सं. यू-12012/218/2015-एमई-I]

डी. वी. के. राव, अवर सचिव

New Delhi, the 15th November, 2016

S.O. 1037.— In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956(102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:-

In the said First Schedule against "The Tamil Nadu Dr. MGR Medical University, Chennai, Tamil Nadu" under the heading 'Recognized Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration'[hereinafter referred to as column(3)], the following shall be inserted, namely:-

(2)	(3)
"Master of Surgery (Obstetrics & Gynaecology)	MS (OBG) (This shall be a recognized medical qualification when granted by the Tamil Nadu Dr. MGR Medical University, Chennai, Tamil Nadu in respect of students trained at Tirunelveli Medical College, Tirunelveli, Tamil Nadu for the batches admitted during 1996,1997 and 1998.)"

- Note:** 1. The recognition so granted to a Postgraduate Course shall be for a maximum period of 5 years, upon which it shall have to be renewed.

2. The procedure for 'Renewal' of recognition shall be same as applicable for the award of recognition.
3. Failure to seek timely renewal of recognition as required shall invariably result in stoppage of admissions to the concerned Postgraduate Course.

[F. No. U-12012/218/2015-ME-I]"

D.V.K. RAO, Under Secy.

नई दिल्ली, 15 नवम्बर, 2016

का.आ. 1038.—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 11 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद् से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित, और संशोधन करती है, अर्थात् :-

उक्त प्रथम अनुसूची में :-

- (क) 'मान्यताप्राप्त आयुर्विज्ञान अर्हता' [जिसे इसके आगे कालम (2) कहा गया है] शीर्षक के अधीन "डा. एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा, आंध्र प्रदेश" के सामने अंतिम प्रविष्टि के पश्चात् और 'पंजीकरण के लिए संक्षिप्तकरण' [जिसे इसके आगे कालम (3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात्:-

(2)	(3)
"डॉक्टर ऑफ मेडिसिन (डर्मेटॉलोजी, वेनेरेलॉजी एंड लेपरसी)	एमडी (डर्मेटॉलोजी, वेनेरेलॉजी एंड लेपरसी) (यह एक मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब यह प्रतिमा इंस्टिट्यूट ऑफ मेडिकल साइंसिस करीम नगर, में प्रशिक्षित किए गए छात्रों के संबंध में 2012 को या बाद में डॉ. एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा, आंध्र प्रदेश द्वारा प्रदत्त होगी।)"

नोट: 1. स्नातकोत्तर पाठ्यक्रम को दी गई ऐसी मान्यता अधिकतम 5 वर्ष के लिए होगी और उसके बाद इसका नवीकरण करवाना होगा।

2. मान्यता के 'नवीकरण' की प्रक्रिया वही होगी जो मान्यता प्रदान करने के लिए लागू होती है।

3. अपेक्षित मान्यता का समय से नवीकरण करवाने में विफल रहने पर, परिणाम स्वरूप, निरपवाद रूप से संबंधित स्नातकोत्तर पाठ्यक्रम में प्रवेश बंद हो जाएगा।

[फा. सं. यू-12012/471/2015-एमई-1]

डी.वी.के. राव, अवर सचिव

New Delhi, the 15th November, 2016

S.O. 1038.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956(102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:-

In the said First Schedule against "Dr NTR University of Health Sciences, Vijaywada, Andhra Pradesh" under the heading 'Recognized Medical Qualification' [hereinafter referred to as column (2)] after the last entry and entry

relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
“Doctor of Medicine (Dermatology,Venerology & Leprosy)	MD(DVL) (This shall be a recognized medical qualification when granted by Dr NTR University of Health Sciences, Vijaywada, Andhra Pradesh in respect of students being trained at Prathima Institute of Medical Sciences ,Karim Nagar on or after 2012)”

- Note:** 1. The recognition so granted to a Postgraduate Course shall be for a maximum period of 5 years, upon which it shall have to be renewed.
2. The procedure for ‘Renewal’ of recognition shall be same as applicable for the award of recognition.
3. Failure to seek timely renewal of recognition as required shall invariably result in stoppage of admissions to the concerned Postgraduate Course.

[F. No. U-12012/471/2015-ME-I]

D.V.K. RAO, Under Secy.

शुद्धि-पत्र

नई दिल्ली, 25 नवम्बर, 2016

का.आ. 1039.—इस मंत्रालय की पूर्व अधिसूचना सं. यू.-12012/38/2011-एमई-(पी.॥) दिनांक 09.06.2011 के अनुक्रम में, केन्द्र सरकार भारतीय आयुर्विज्ञान परिषद् से परामर्श करके, “ पं. बी.डी.शर्मा स्नातकोत्तर इंस्टिट्यूट ऑफ मेडिकल साइंसिस, रोहतक हरियाणा” के समक्ष दर्शायी अर्हताओं में प्रवेश रोकने के कारण, उक्त अधिनियम की प्रथम अनुसूची में और संशोधन करती है अर्थात् ‘मान्यताप्राप्त आयुर्विज्ञान अर्हता’ [जिसे इसके आगे कालम कहा गया है (2)] शीर्षक के अधीन [आगे कालम (2) के रूप में संदर्भित है] शीर्ष में अन्तिम प्रविष्टि के पश्चात और “पंजीकरण के लिए संक्षिप्ति” [आगे कालम (3) के रूप में संदर्भित है] शीर्ष के अधीन निम्नलिखित अंतर्विष्ट किया जाएगा, अर्थात:-

(2)	(3)
“डिप्लोमा इन चाईल्ड हैल्थ”	डीसीएच (यह केवल अकादमिक वर्ष 2016-17 तक प्रवेश पाए छात्रों के लिए बी.डी.शर्मा स्नातकोत्तर इंस्टिट्यूट ऑफ मेडिकल साइंसिस, रोहतक हरियाणा द्वारा एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी)
डिप्लोमा इन ट्युबरकुलोसिस एंड चैस्ट डिसिजिज़	डी.टी.सी.डी (यह केवल अकादमिक वर्ष 2016-17 तक प्रवेश पाए छात्रों के लिए बी.डी.शर्मा स्नातकोत्तर इंस्टिट्यूट ऑफ मेडिकल साइंसिस, रोहतक हरियाणा द्वारा प्रदत्त मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी)
डिप्लोमा इन आफ्थलमोलॉजी	डी.ओ. (यह केवल अकादमिक वर्ष 2016-17 तक प्रवेश पाए छात्रों के लिए बी.डी.शर्मा स्नातकोत्तर इंस्टिट्यूट ऑफ मेडिकल साइंसिस, रोहतक हरियाणा द्वारा प्रदत्त मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी)

डिप्लोमा इन आर्थोपीडिक्स	डी.ओर्थो. (यह केवल अकादमिक वर्ष 2016-17 तक प्रवेश पाए छात्रों के लिए बी.डी.शर्मा स्नातकोत्तर इंस्टिट्यूट ऑफ मेडिकल साइंसिस, रोहतक हरियाणा द्वारा प्रदत्त मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी)
डिप्लोमा इन डर्माटॉलोजी, वेनरेलॉजी एंड लेपरसी	डीवीएल (यह केवल अकादमिक वर्ष 2016-17 तक प्रवेश पाए छात्रों के लिए बी.डी.शर्मा स्नातकोत्तर इंस्टिट्यूट ऑफ मेडिकल साइंसिस, रोहतक हरियाणा द्वारा प्रदत्त मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी)
डिप्लोमा इन साइक्लोजिकल मेडिसिन	डीपीएम (यह केवल अकादमिक वर्ष 2016-17 तक प्रवेश पाए छात्रों के लिए बी.डी.शर्मा स्नातकोत्तर इंस्टिट्यूट ऑफ मेडिकल साइंसिस, रोहतक हरियाणा द्वारा प्रदत्त मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी)

[सं. यू-12012/14/2016-एमई-1]

डी.वी.के. राव, अवर सचिव

CORRIGENDUMNew Delhi, the 25th November, 2016

S.O. 1039.—In continuation of the Ministry's earlier notification No. U-12012/38/2011-ME(P.II) dated 09.06.2011, the Central Government, in consultation with the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, due to stoppage of admission by the college authorities in the qualifications mentioned against "Pt. B. D. Sharma Postgraduate Institute of Medical Sciences, Rohtak, Haryana" under the heading 'Recognized Medical Qualification' [hereinafter referred to as column (2)], against the following qualifications and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
"Diploma in Child Health	D.C.H. (This shall be a recognized medical qualification when granted by Pt.B.D.Sharma University of Health Sciences, Rohtak, Haryana in respect of students admitted upto the academic session 2016-17 only.)
Diploma in Tuberculosis & Chest Diseases	D.T.C.D (This shall be a recognized medical qualification when granted by Pt.B.D.Sharma University of Health Sciences, Rohtak, Haryana in respect of students admitted upto the academic session 2016-17 only.)
Diploma in Ophthalmology	D.O. (This shall be a recognized medical qualification when granted by Pt.B.D.Sharma University of Health Sciences, Rohtak, Haryana in respect of students admitted upto the academic session 2016-17 only.)
Diploma in Orthopedics	D.Ortho (This shall be a recognized medical qualification when granted by Pt.B.D.Sharma University of Health Sciences,

	Rohtak, Haryana in respect of students admitted up to the academic session 2016-17 only.)
Diploma in Dermatology, Venereology and Leprosy	DDVL (This shall be a recognized medical qualification when granted by Pt.B.D.Sharma University of Health Sciences, Rohtak, Haryana in respect of students admitted upto the academic session 2016-17 only.)
Diploma in Psychological Medicine	DPM (This shall be a recognized medical qualification when granted by Pt.B.D.Sharma University of Health Sciences, Rohtak, Haryana in respect of students admitted upto the academic session 2016-17 only.)”

Note: The college authorities have given undertaking that they are not admitting any students in the above mentioned courses from the academic session 2017-18.

[No. U-12012/14/2016-ME- I]

D.V.K. RAO, Under Secy.

नई दिल्ली, 9 जनवरी, 2017

का.आ. 1040.—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 11 की उप धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद् में परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित, और संशोधन करती है, अर्थात्:-

उक्त प्रथम अनुसूची में :-

- क) ‘मान्यताप्राप्त आयुर्विज्ञान अर्हता’ [जिसे इसके आगे कालम (2) कहा गया है] शीर्षक के अधीन “डा. एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा, आंध्र प्रदेश” के सामने अंतिम प्रविष्टि के पश्चात और ‘पंजीकरण के लिए संक्षिप्तिकरण’ [जिसे इनके आगे कालम (3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात् :-

(2)	(3)
डॉक्टर ऑफ मेडिसिन (बायोकैमिस्ट्री)	एमडी (बायोकैमिस्ट्री) (यह एक मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब यह कटूरी मेडिकल कॉलेज, गुंटूर, में प्रशिक्षित किए गए छात्रों के संबंध में फरवरी, 2015 को या बाद में “डॉ.एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा, आंध्र प्रदेश” द्वारा प्रदत्त होगी।
मास्टर ऑफ सर्जरी (ऑर्थोपीडिक्स)	एमएस (ऑर्थोपीडिक्स) (यह एक मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब यह शांतिराम मेडिकल कॉलेज, नंडियाल, आंध्र प्रदेश में प्रशिक्षित किए गए छात्रों के संबंध में मई, 2014 को अथवा बाद में और जनवरी, 2015 को “डॉ.एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा, आंध्र प्रदेश” द्वारा प्रदत्त होगी।
डॉक्टर ऑफ मेडिसिन (रेडियो डायग्नोसिस)	एमडी (रेडियो डायग्नोसिस) (यह एक मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब यह जीएसएल मेडिकल कॉलेज एंड जीएसएल जनरल अस्पताल, लक्ष्मीपुरम, राजमुन्द्री में प्रशिक्षित किए गए छात्रों के संबंध में

	में मई, 2014 को या बाद में “डॉ. एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा, आंध्र प्रदेश” द्वारा प्रदत्त होगी।
डिप्लोमा इन रेडियो डायग्नोसिस	डीएमआरडी (यह एक मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब यह जीएसएल मेडिकल कॉलेज एंड जीएसएल जनरल अस्पताल, लक्ष्मीपुरम, राजमुन्त्री में प्रशिक्षित किए गए छात्रों के संबंध में मई, 2014 को या बाद में “डॉ. एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा, आंध्र प्रदेश” द्वारा प्रदत्त होगी।

ख) ‘मान्यताप्राप्त आयुर्विज्ञान अर्हता’ [जिसे इसके आगे कालम (2) कहा गया है] शीर्षक के अधीन “हिमाचल प्रदेश विश्वविद्यालय, हिमाचल प्रदेश” के सामने अंतिम प्रविष्टि के पश्चात और ‘पंजीकरणके लिए संक्षिप्तकरण’ [जिसे इसके आगे कालम (3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात्:-

(2)	(3)
डॉक्टर ऑफ मेडिसिन/ मास्टर ऑफ सर्जरी (आफ्थैल्मोलोजी)	एमडी (आफ्थैल्मोलोजी) (यह एक मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब यह राजेन्द्र प्रसाद गवर्नमेंट मेडिकल कॉलेज, टांडा, हिमाचल प्रदेश में प्रशिक्षित किए गए छात्रों के संबंध में जुलाई, 2014 को या बाद “हिमाचल प्रदेश विश्वविद्यालय, हिमाचल प्रदेश” द्वारा प्रदत्त होगी।

ग) ‘मान्यताप्राप्त आयुर्विज्ञान अर्हता’ [जिसे इसके आगे कालम (2) कहा गया है] शीर्षक के अधीन ‘केरल स्वास्थ्य विज्ञान विश्वविद्यालय, तृशूर’ के सामने अंतिम प्रविष्टि के पश्चात और ‘पंजीकरण के लिए संक्षिप्तकरण’ [जिसे इसके आगे कालम (3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात्:-

(2)	(3)
डॉक्टर ऑफ मेडिसिन (जनरल मेडिसिन)	एमडी (जनरल मेडिसिन) (यह एक मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब यह श्री गोकुलम मेडिकल कॉलेज ट्रस्ट एंड रिसर्च फाउंडेशन, त्रिवेन्द्रम, केरल में प्रशिक्षित किए गए छात्रों के संबंध में जून, 2014 को या बाद केरल स्वास्थ्य विज्ञान विश्वविद्यालय, तृशूर द्वारा प्रदत्त होगी।

घ) ‘मान्यताप्राप्त आयुर्विज्ञान अर्हता’ [जिसे इसके आगे कालम (2) कहा गया है] शीर्षक के अधीन “राजीवगांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बेंगलुरु” के सामने अंतिम प्रविष्टि के पश्चात और ‘पंजीकरणके लिए संक्षिप्तकरण’ [जिसे इसके आगे कालम (3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात्:-

(2)	(3)
डॉक्टर ऑफ मेडिसिन (रेडियो डायग्नोसिस)	एमडी (रेडियो डायग्नोसिस) (यह एक मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब यह राजराजेश्वरी मेडिकल कॉलेज एंड अस्पताल, बेंगलुरु, में प्रशिक्षित किए गए छात्रों के संबंध में जून, 2014 को या बाद “राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बेंगलुरु” द्वारा प्रदत्त होगी।

डॉक्टर ऑफ मेडिसिन (फिजियॉलोजी)	एमडी (फिजियॉलोजी) (यह एक मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब यह राजराजेश्वरी मेडिकल कॉलेज एंड अस्पताल, बेंगलुरु, में प्रशिक्षित किए गए छात्रों के संबंध में जून, 2014 को या बाद “राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बेंगलुरु” द्वारा प्रदत्त होगी।)
डॉक्टर ऑफ मेडिसिन (जनरल मेडिसिन)	एमडी (जनरल मेडिसिन) (यह एक मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब यह राजराजेश्वरी मेडिकल कॉलेज एंड अस्पताल, बेंगलुरु, में प्रशिक्षित किए गए छात्रों के संबंध में जून, 2014 को या बाद “राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बेंगलुरु” द्वारा प्रदत्त होगी।)

नोट : 1. स्नातकोत्तर पाठ्यक्रम को दी गई ऐसी मान्यता अधिकतम 5 वर्ष के लिए होगी और उसके बाद इसका नवीकरण करवाना होगा।

- मान्यता के ‘नवीकरण’ की प्रक्रिया वही होगी जो मान्यता प्रदान करने के लिए लागू होती है।
- अपेक्षित मान्यता का समय से नवीकरण करवाने में विफल रहने पर, परिणाम स्वरूप, निरपाद रूप से संबंधित स्नातकोत्तर पाठ्यक्रम में प्रवेश बंद हो जाएगा।

[फा. सं. यू-12012/473/2015-एमई-I]

डी.वी.के. राव, अवर सचिव

New Delhi, the 9th January, 2017

S.O. 1040.—In exercise of the powers conferred by sub-section(2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act.

In the said First Schedule:-

- a) against “Dr. NTR University of Health Sciences,Vijaywada, Andhra Pradesh” and under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
“Doctor of Medicine (Biochemistry)	MD (Biochemistry) (This shall be a recognized medical qualification when granted by “Dr. NTR University of Health Sciences,Vijaywada, Andhra Pradesh” in respect of students being trained at Katuri Medical College, Guntur on or after 2015.
Master of Surgery (Orthopedics)	MS (Orthopedics) (This shall be a recognized medical qualification when granted by “Dr. NTR University of Health Sciences,Vijaywada, Andhra Pradesh” in respect of students being trained at Santhiram Medical College, Nandyal, Andhra Pradesh on or after May 2014 and January 2015.

Doctor of Medicine (Radio Diagnosis)	MD (Radio Diagnosis) (This shall be a recognized medical qualification when granted by Dr. NTR University of Health Sciences, Vijaywada, Andhra Pradesh in respect of students being trained at GSL Medical College & GSL General Hospital, Lakshmipuram, Rajahmundry on or after May 2014.
Diploma in Radio Diagnosis	DMRD (This shall be a recognized medical qualification when granted by Dr. NTR University of Health Sciences, Vijaywada, Andhra Pradesh in respect of students being trained at GSL Medical College & GSL General Hospital, Lakshmipuram, Rajahmundry on or after May 2015.

(b) against “Himachal Pradesh University, Himachal Pradesh” under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

“Doctor of Medicine/Master of Surgery (Ophthalmology)	MD/MS (Ophthalmology) (This shall be a recognized medical qualification when granted by Himachal Pradesh University, Himachal Pradesh in respect of students being trained at Dr. Rajendar Prasad Government Medical College, Tanda, Himachal Pradesh on or after July 2014.
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(c) against “Kerala University of Health Sciences, Thrissur, Kerala” under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

Doctor of Medicine (General Medicine)	MD (General Medicine) (This shall be a recognized medical qualification when granted by Kerala University of Health Sciences, Thrissur in respect of students being trained at Sri Gokulam Medical College Trust & Research Foundation, Trivandrum, Kerala on or after June 2014.
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(d) against “Rajiv Gandhi University of Health Sciences, Bangalore” under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

Doctor of Medicine (Radio Diagnosis)	MD (Radio Diagnosis) (This shall be a recognized medical qualification when granted by Rajiv Gandhi University of Health Sciences, Bangalore in respect of students being trained at Rajarajeshwari Medical College & Hospital, Bangalore on or after June 2014.
Doctor of Medicine (Physiology)	MD (Physiology) (This shall be a recognized medical qualification when granted by Rajiv Gandhi University of Health Sciences, Bangalore in respect of students being trained at Rajarajeshwari Medical College & Hospital, Bangalore on or after June 2014.

Doctor of Medicine (General Medicine)	MD (General Medicine) (This shall be a recognized medical qualification when granted by Rajiv Gandhi University of Health Sciences, Bangalore in respect of students being trained at Rajarajeswari Medical College & Hospital, Bangalore on or after June 2014.
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- Note:** 1. The recognition so granted to a Postgraduate Course shall be for a maximum period of 5 years, upon which it shall have to be renewed.
2. The procedure for 'Renewal' of recognition shall be same as applicable for the award of recognition.
3. Failure to seek timely renewal of recognition as required shall invariably result in stoppage of admissions to the concerned Postgraduate Course.

[No.U-12012/473/2015-ME-I]

D.V.K. RAO, Under Secy.

नई दिल्ली, 1 फरवरी, 2017

का.आ. 1041.—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित और संशोधन करती है, अर्थात् :-

उक्त प्रथम अनुसूची में

(क) 'मान्यता प्राप्त आयुर्विज्ञान अर्हता' शीर्षक के अधीन [जिसे इसके आगे कालम (2) कहा गया है] "केरल स्वास्थ्य विज्ञान विश्वविद्यालय तृशूर, केरल" के सामने अंतिम प्रविष्टि के पश्चात और 'पंजीकरण के लिए संक्षिप्तिकरण' [जिसे इसके आगे कालम (3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात्:-

(2)	(3)
"डिप्लोमा बाल स्वास्थ्य (डीसीएच)"	डीसीएच (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह अमाला इंस्टिट्यूट ऑफ मेडिकल साइंसिस, तृशूर, केरल में प्रशिक्षित किए गए छात्रों के संबंध में 2015 को या बाद में, केरल स्वास्थ्य विज्ञान विश्वविद्यालय, तृशूर, केरल द्वारा प्रदत्त होगी।)
"डिप्लोमा-डर्मेटॉलॉजी, वेनरोलॉजी एंड लेपरोसी(डीडीवीएल)"	डीडीवीएल (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह अमाला इंस्टिट्यूट ऑफ मेडिकल साइंसिस, तृशूर, केरल में प्रशिक्षित किए गए छात्रों के संबंध में 2015 को या बाद में, केरल स्वास्थ्य विज्ञान विश्वविद्यालय, तृशूर, केरल द्वारा प्रदत्त होगी।)
"डॉक्टर ऑफ मेडिसिन(फार्माकॉलॉजी)"	एम.डी(फार्माकॉलॉजी) (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह गवर्नमेंट मेडिकल कॉलेज, कोट्टायम, केरल में प्रशिक्षित किए गए छात्रों के संबंध में 2014 को या बाद में, केरल स्वास्थ्य विज्ञान विश्वविद्यालय, तृशूर, केरल द्वारा प्रदत्त होगी।)

“डॉक्टर ऑफ मेडिसिन (माइक्रोबायोलोजी)”	<p>एम.डी (माइक्रोबायोलोजी)</p> <p>(यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह गवर्नमेंट मेडिकल कॉलेज, कोट्टायम, केरल में प्रशिक्षित किए गए छात्रों के संबंध में 2013 को या बाद में, केरल स्वास्थ्य विज्ञान विश्वविद्यालय, केरल द्वारा प्रदत्त होगी।)</p>
“मास्टर ऑफ सर्जरी (ऑफ्थैल्मोलॉजी)”	<p>एम.एस (ऑफ्थैल्मोलॉजी)</p> <p>(यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह डॉ.सोमरवेल मेमोरियल सीएसआई अस्पताल व मेडिकल कॉलेज, कराकोणम, केरल में प्रशिक्षित किए गए छात्रों के संबंध में 2015 को या बाद में, केरल स्वास्थ्य विज्ञान विश्वविद्यालय, केरल द्वारा प्रदत्त होगी।)</p>
“डॉक्टर ऑफ मेडिसिन(पैथॉलोजी)”	<p>एम.डी (पैथॉलोजी)</p> <p>(यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह डॉ.सोमरवेल मेमोरियल सीएसआई अस्पताल व मेडिकल कॉलेज, कराकोणम, केरल में प्रशिक्षित किए गए छात्रों के संबंध में 2015 को या बाद में, केरल स्वास्थ्य विज्ञान विश्वविद्यालय, तृशूर, केरल द्वारा प्रदत्त होगी।)</p>
“डॉक्टर ऑफ मेडिसिन/मास्टर ऑफ सर्जरी (अनैटमी)”	<p>एम.डी/एम.एस (अनैटमी)</p> <p>(यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह गवर्नमेंट मेडिकल कॉलेज, तृशूर, केरल में प्रशिक्षित किए गए छात्रों के संबंध में 2014 को या बाद में, केरल स्वास्थ्य विज्ञान विश्वविद्यालय, तृशूर, केरल द्वारा प्रदत्त होगी।)</p>
“डिप्लोमा –साइकॉलोजिकल मेडिसिन (डीपीएम)”	<p>डीपीएम</p> <p>(यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह मलनकरा ऑर्थोडॉक्स सीरीयन चर्च मेडिकल कॉलेज, कोलिनचेरी, केरल में प्रशिक्षित किए गए छात्रों के संबंध में 2015 को या बाद में, केरल स्वास्थ्य विज्ञान विश्वविद्यालय, तृशूर, केरल द्वारा प्रदत्त होगी।)</p>
“मास्टर ऑफ सर्जरी (जनरल सर्जरी)”	<p>एमएस (जनरल सर्जरी)</p> <p>(यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह अकादमी ऑफ मेडिकल साइंसिस, परियारम, केरल में प्रशिक्षित किए गए छात्रों के संबंध में 2015 को या बाद में, केरल स्वास्थ्य विज्ञान विश्वविद्यालय, तृशूर, केरल द्वारा प्रदत्त होगी।)</p>
“डॉक्टर ऑफ मेडिसिन (पेडियॉट्रिक्स)”	<p>एम.डी (पेडियॉट्रिक्स)</p> <p>(यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह श्री गोकुलम मेडिकल कॉलेज,ट्रस्ट एंड रिसर्च फाउंडेशन, त्रिवेन्द्रम, केरल में प्रशिक्षित किए गए छात्रों के संबंध में 2014 को या बाद में, केरल स्वास्थ्य विज्ञान विश्वविद्यालय, तृशूर, केरल द्वारा प्रदत्त होगी।)</p>

“मास्टर ऑफ सर्जरी (कान, नाक व गला)”	<p>एम.एस (ईएनटी)</p> <p>(यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह जुबली मिशन मेडिकल कॉलेज एंड रिसर्च इंस्टिट्यूट, तृशूर, केरल में प्रशिक्षित किए गए छात्रों के संबंध में 2015 को या बाद में, केरल स्वास्थ्य विज्ञान विश्वविद्यालय, तृशूर, केरल द्वारा प्रदत्त होगी।)</p>
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(ख) ‘मान्यता प्राप्त आयुर्विज्ञान अर्हता’शीर्षक के अधीन [जिसे इसके आगे कालम(2) कहा गया है] “राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बेंगलुरु” के सामने अंतिम प्रविष्टि के पश्चात और ‘पंजीकरण के लिए संक्षिप्तकरण’ [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात्:-

(2)	(3)
“डॉक्टर ऑफ मेडिसिन (एनेस्थिसियॉलोजी)”	<p>एम.डी (एनेस्थिसियॉलोजी)</p> <p>(यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह एस.एस.इंस्टिट्यूट मेडिकल साइंसिस एंड रिसर्च सेंटर, दावनगिरि, में प्रशिक्षित किए गए छात्रों के संबंध में 2015 को या बाद में, राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बेंगलुरु द्वारा प्रदत्त होगी।)</p>
“डॉक्टर ऑफ मेडिसिन (रेडियो-डायग्नोसिस/ रेडियॉलोजी)”	<p>एम.डी (रेडियो-डायग्नोसिस/ रेडियॉलोजी)</p> <p>(यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह अस्पताल अमीन मेडिकल कॉलेज, बीजापुर केरल में प्रशिक्षित किए गए छात्रों के संबंध में 2013 को या बाद में, राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बेंगलुरु द्वारा प्रदत्त होगी।)</p>
“डॉक्टर ऑफ मेडिसिन (फिजिकल मेडिसिन व रिहैबिलिटेशन)”	<p>एम.डी (फिजिकल मेडिसिन व रिहैबिलिटेशन)</p> <p>(यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह सेंट जॉन्स मेडिकल कॉलेज, बेंगलुरु में प्रशिक्षित किए गए छात्रों के संबंध में 2014 को या बाद में, राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बेंगलुरु द्वारा प्रदत्त होगी।)</p>
“डॉक्टर ऑफ मेडिसिन (पैथॉलोजी)”	<p>एम.डी (पैथॉलोजी)</p> <p>(यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह बेलगाम इंस्टिट्यूट ऑफ मेडिकल साइंसिस, बेलगाम में प्रशिक्षित किए गए छात्रों के संबंध में 2014 को या बाद में, राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बेंगलुरु द्वारा प्रदत्त होगी।)</p>

“डॉक्टर ऑफ मेडिसिन (फॉरेंसिक मेडिसिन)”	<p>एम.डी (फॉरेंसिक मेडिसिन)</p> <p>(यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह डॉ.बी.आर.अंबेडकर मेडिकल कॉलेज, बेंगलुरु में प्रशिक्षित किए गए छात्रों के संबंध में 2015 को या बाद में, राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बेंगलुरु द्वारा प्रदत्त होगी।)</p>
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(ग) ‘मान्यता प्राप्त आयुर्विज्ञान अर्हता’ शीर्षक के अधीन [जिसे इसके आगे कालम(2) कहा गया है] “दि तमिलनाडु डॉ.एम.जी.आर.मेडिकल कॉलेज विश्वविद्यालय, चेन्नई” के सामने अंतिम प्रविष्टि के पश्चात और ‘पंजीकरण के लिए संक्षिप्तकरण’ [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात्:-

(2)	(3)
“मास्टर ऑफ सर्जरी (ओबीजी)”	<p>एम.एस (ओबीजी)</p> <p>(यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह श्री मुकंबिका इंस्टिट्यूट ऑफ मेडिकल साइंसिस, कुलशेखरन में प्रशिक्षित किए गए छात्रों के संबंध में 2015 को या बाद में, दि तमिलनाडु डॉ.एम.जी.आर. मेडिकल कॉलेज विश्वविद्यालय, चेन्नई द्वारा प्रदत्त होगी।)</p>
“डिप्लोमा टयुबरक्यूलोसिस एंड चेस्ट डिसिसिस”	<p>डीटीसीडी</p> <p>(यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह, तंजावूर मेडिकल कॉलेज, तंजावूर में प्रशिक्षित किए गए छात्रों के संबंध में 2014 को या बाद में, दि तमिलनाडु डॉ.एम.जी.आर. मेडिकल कॉलेज विश्वविद्यालय, चेन्नई द्वारा प्रदत्त होगी।)</p>
“डॉक्टर ऑफ मेडिसिन (कम्युनिटी मेडिसिन)”	<p>एम.डी (कम्युनिटी मेडिसिन)</p> <p>(यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह किलपोक मेडिकल कॉलेज, चेन्नई में प्रशिक्षित किए गए छात्रों के संबंध में 2016 को या बाद में, दि तमिलनाडु डॉ.एम.जी.आर. मेडिकल कॉलेज विश्वविद्यालय, चेन्नई द्वारा प्रदत्त होगी।)</p>
“डॉक्टर ऑफ मेडिसिन (फॉरेंसिक मेडिसिन)”	<p>एम.डी (फॉरेंसिक मेडिसिन)</p> <p>(यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह किलपोक मेडिकल कॉलेज, चेन्नई में प्रशिक्षित किए गए छात्रों के संबंध में 2016 को या बाद में, दि तमिलनाडु डॉ.एम.जी.आर. मेडिकल कॉलेज विश्वविद्यालय, चेन्नई द्वारा प्रदत्त होगी।)</p>

(घ) ‘मान्यता प्राप्त आयुर्विज्ञान अर्हता’ शीर्षक के अधीन [जिसे इसके आगे कालम(2) कहा गया है] “डॉ.एन.टी.आर.स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा” के सामने अंतिम प्रविष्टि के पश्चात और ‘पंजीकरण के लिए संक्षिप्तकरण’ [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात्:-

(2)	(3)
“डॉक्टर ऑफ मेडिसिन (टयुबरक्यूलोसिस एंड रेस्पिरेटरी डिसिसिज/पल्मोनरी मेडिसिन)”	<p>एम.डी (टयुबरक्यूलोसिस एंड रेस्पिरेटरी डिसिसिज/पल्मोनरी मेडिसिन)</p> <p>(यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह मेडिसिटी इंस्टिट्यूट ऑफ मेडिकल साइंसिस घानपुर, में प्रशिक्षित किए गए छात्रों के संबंध में 2015 को या बाद में, डॉ.एन.टी.आर. स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा द्वारा प्रदत्त होगी।)</p>
“मास्टर ऑफ सर्जरी (कान, नाक व गला)”	<p>एम.डी (ईएनटी)</p> <p>(यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह मेडिसिटी इंस्टिट्यूट ऑफ मेडिकल साइंसिस घानपुर, में प्रशिक्षित किए गए छात्रों के संबंध में 2015 को या बाद में, डॉ.एन.टी.आर. स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा द्वारा प्रदत्त होगी।)</p>
“डॉक्टर ऑफ मेडिसिन मास्टर ऑफ सर्जरी (अनैटमी)”	<p>एम.डी/एम.एस (अनैटमी)</p> <p>(यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह मेडिसिटी इंस्टिट्यूट ऑफ मेडिकल साइंसिस घानपुर, में प्रशिक्षित किए गए छात्रों के संबंध में 2015 को या बाद में, डॉ.एन.टी.आर. स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा द्वारा प्रदत्त होगी।)</p>
“डॉक्टर ऑफ मेडिसिन (कम्युनिटी मेडिसिन)”	<p>एम.डी (कम्युनिटी मेडिसिन)</p> <p>(यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह मेडिसिटी इंस्टिट्यूट ऑफ मेडिकल साइंसिस घानपुर, में प्रशिक्षित किए गए छात्रों के संबंध में 2014 को या बाद में, डॉ.एन.टी.आर. स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा द्वारा प्रदत्त होगी।)</p>
“मास्टर ऑफ सर्जरी (ओबीजी)”	<p>एम.एस (ओबीजी)</p> <p>(यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह जीएसएल मेडिकल कॉलेज एंड जीएसएल जनरल अस्पताल, लक्ष्मीपुरम में प्रशिक्षित किए गए छात्रों के संबंध में 2015 को या बाद में, डॉ.एन.टी.आर. स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा द्वारा प्रदत्त होगी।)</p>
“डिप्लोमा इन गॉयनेकॉलोजी एंड ऑब्स्टेट्रिक्स”	<p>डीजीओ</p> <p>(यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह जीएसएल मेडिकल कॉलेज एंड जीएसएल जनरल अस्पताल, लक्ष्मीपुरम में प्रशिक्षित किए गए छात्रों के संबंध में 2015 को या बाद में, डॉ.एन.टी.आर. स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा द्वारा प्रदत्त होगी।)</p>

(ड) 'मान्यता प्राप्त आयुर्विज्ञान अर्हता'शीर्षक के अधीन[जिसे इसके आगे कालम(2) कहा गया है] "डॉ.बी.आर. आंबेडकर विश्वविद्यालय, आगरा" के सामने अंतिम प्रविष्टि के पश्चात और 'पंजीकरण के लिए संक्षिप्तकरण' [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात्:-

(2)	(3)
"डॉक्टर ऑफ मेडिसिन (फार्माकॉलोजी)"	एम.डी (फार्माकॉलोजी) (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह रामा मेडिकल कॉलेज व अस्पताल, कानपुर, में प्रशिक्षित किए गए छात्रों के संबंध में 2016 को या बाद में, डॉ.बी.आर.आंबेडकर विश्वविद्यालय, आगरा द्वारा प्रदत्त होगी।)
"डॉक्टर ऑफ मेडिसिन मास्टर ऑफ सर्जरी (अनैटमी)"	एम.डी/एम.एस (अनैटमी) (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह रामा मेडिकल कॉलेज व अस्पताल, कानपुर, में प्रशिक्षित किए गए छात्रों के संबंध में 2016 को या बाद में, डॉ.बी.आर.आंबेडकर विश्वविद्यालय, आगरा द्वारा प्रदत्त होगी।)

(च) 'मान्यता प्राप्त आयुर्विज्ञान अर्हता'शीर्षक के अधीन [जिसे इसके आगे कालम(2) कहा गया है] "अमृता विश्व विद्यापीठम विश्वविद्यालय, कोयंबतूर" के सामने अंतिम प्रविष्टि के पश्चात और 'पंजीकरण के लिए संक्षिप्तकरण' [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात्:-

(2)	(3)
"डिप्लोमा इन फिजिकल मेडिसिन व रिहेब्लिटेशन"	डीपीएमआर (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह अमृता स्कूल ऑफ मेडिसिन, एम्स. कोची, केरल में प्रशिक्षित किए गए छात्रों के संबंध में 2014 को या बाद में, अमृता विश्व विद्यापीठम विश्वविद्यालय, कोयंबतूर द्वारा प्रदत्त होगी।)

(छ) 'मान्यता प्राप्त आयुर्विज्ञान अर्हता'शीर्षक के अधीन[जिसे इसके आगे कालम(2) कहा गया है] "संतोष विश्वविद्यालय, गाजियाबाद" के सामने अंतिम प्रविष्टि के पश्चात और 'पंजीकरण के लिए संक्षिप्तकरण' [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात्:-

(2)	(3)
"डॉक्टर ऑफ मेडिसिन (फार्माकॉलोजी)"	एम.डी (फार्माकॉलोजी) (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह संतोष मेडिकल कॉलेज, गाजियाबाद, में प्रशिक्षित किए गए छात्रों के संबंध में 2011 को या बाद में, संतोष विश्वविद्यालय, गाजियाबाद द्वारा प्रदत्त होगी।)

(ज) मान्यता प्राप्त आयुर्विज्ञान अर्हता'शीर्षक के अधीन[जिसे इसके आगे कालम(2) कहा गया है] "त्रिपुरा विश्वविद्यालय" के सामने अंतिम प्रविष्टि के पश्चात और 'पंजीकरण के लिए संक्षिप्तिकरण' [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात्:-

(2)	(3)
"मास्टर ऑफ सर्जरी (ओबीजी)"	एम.एस (ओबीजी) (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह अगरतला गवर्नमेंट मेडिकल कॉलेज अगरतला में प्रशिक्षित किए गए छात्रों के संबंध में 2014 को या बाद में, त्रिपुरा विश्वविद्यालय द्वारा प्रदत्त होगी।)

(झ) 'मान्यता प्राप्त आयुर्विज्ञान अर्हता'शीर्षक के अधीन[जिसे इसके आगे कालम(2) कहा गया है] "भारतीय विद्यापीठ डीम्ड विश्वविद्यालय, पुणे" के सामने अंतिम प्रविष्टि के पश्चात और 'पंजीकरण के लिए संक्षिप्तिकरण' [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात्:-

(2)	(3)
"डॉक्टर ऑफ मेडिसिन(जनरल मेडिसिन)"	एम.डी (जनरल मेडिसिन) (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह भारतीय विद्यापीठ मेडिकल कॉलेज एंड अस्पताल, सांगली में प्रशिक्षित किए गए छात्रों के संबंध में 2014 को या बाद में, भारतीय विद्यापीठ डीम्ड विश्वविद्यालय, पुणे द्वारा प्रदत्त होगी।)

[फा. सं. यू-12012/01/2017-एमई-1 (पार्ट-3)]

अमित विश्वास, अवर सचिव

New Delhi, the 1st February, 2017

S.O. 1041.—In exercise of the powers conferred by sub-section(2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:-

In the said Schedule –

- a) against "Kerala University of Health Sciences, Thrissur" under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
"Diploma in Child Health(DCH)"	DCH (This shall be a recognised medical qualification when granted by Kerala University of Health Sciences, Thrissur in respect of students being trained at Amala Institute of Medical Sciences, Thrissur on or after 2015).
"Diploma in Dermatology Venereology" And Leprosy (DDVL)	DDVL (This shall be a recognised medical qualification when granted by Kerala University of Health Sciences, Thrissur in respect of students being trained at Amala Institute of Medical Sciences, Thrissur on or after 2015).

“Doctor of Medicine (Pharmacology)”	MD (Pharmacology) (This shall be a recognised medical qualification when granted by Kerala University of Health Sciences, Thrissur in respect of students being trained at Government Medical College, Kottayam on or after 2014).
“Doctor of Medicine (Microbiology)”	MD (Microbiology) (This shall be a recognised medical qualification when granted by Kerala University of Health Sciences, Thrissur in respect of students being trained at Government Medical College, Kottayam on or after 2013).
“Master of Surgery (Ophthalmology)”	MS (Ophthalmology) (This shall be a recognised medical qualification when granted by Kerala University of Health Sciences, Thrissur in respect of students being trained at Dr. Somervel Memorial CSI Hospital & Medical College, Karakonam on or after 2015).
“Doctor of Medicine (Pathology)”	MD (Pathology) (This shall be a recognised medical qualification when granted by Kerala University of Health Sciences, Thrissur in respect of students being trained at Dr. Somervel Memorial CSI Hospital & Medical College, Karakonam on or after 2015).
“Doctor of Medicine/Master of Surgery (Anatomy)”	MD/MS (Anatomy) (This shall be a recognised medical qualification when granted by Kerala University of Health Sciences, Thrissur in respect of students being trained at Government Medical College, Thrissur on or after 2014).
“Diploma in Psychological Medicine (DPM)”	DPM (This shall be a recognised medical qualification when granted by Kerala University of Health Sciences, Thrissur in respect of students being trained at Malankara Orthodox Syrian Church Medical College, Kolenchery on or after 2015).
Master of Surgery (General Surgery)”	MS (General Surgery) (This shall be a recognised medical qualification when granted by Kerala University of Health Sciences, Thrissur in respect of students being trained at Academy of Medical Sciences, Pariyaram on or after 2015).
“Doctor of Medicine (Paediatrics)”	MD (Paediatrics) (This shall be a recognised medical qualification when granted by Kerala University of Health Sciences, Thrissur in respect of students being trained at Sri Gokulam Medical College Trust & Research Foundation, Trivandrum on or after 2014).
Master of Surgery (Ear, Nose & Throat)”	MS (ENT) (This shall be a recognised medical qualification when granted by Kerala University of Health Sciences, Thrissur in respect of students being trained at Jubilee Mission Medical College & Research Institute, Thrissur on or after 2015).

- b) against “Rajiv Gandhi University of Health Sciences, Bangalore” under the heading ‘Recognised Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
“Doctor of Medicine (Anesthesiology)”	MD (Anesthesiology) (This shall be a recognised medical qualification when granted by Rajiv Gandhi University of Health Sciences, Bangalore in respect of students being trained S S Institute of Medical Sciences & Research Centre, Davangere on or after 2015).
“Doctor of Medicine (Radio-Diagnosis/ Radiology)”	MD (Radio-Diagnosis/Radiology) (This shall be a recognised medical qualification when granted by Rajiv Gandhi University of Health Sciences, Bangalore in respect of students being trained at Al-Ameen Medical College, Bijapur on or after 2013).
“Doctor of Medicine (Physical Medicine & Rehabilitation)”	MD (Physical Medicine & Rehabilitation) (This shall be a recognised medical qualification when granted by Rajiv Gandhi University of Health Sciences, Bangalore in respect of students being trained at St. Johns Medical College, Bangalore on or after 2014).
“Doctor of Medicine (Pathology)”	MD (Pathology) (This shall be a recognised medical qualification when granted by Rajiv Gandhi University of Health Sciences, Bangalore in respect of students being trained at Belgaum Institute of Medical Sciences, Belgaum on or after 2014).
Doctor of Medicine (Forensic Medicine)”	MD (Forensic Medicine) (This shall be a recognised medical qualification when granted by Rajiv Gandhi University of Health Sciences, Bangalore in respect of students being trained at Dr. BR Ambedkar Medical College, Bangalore on or after 2015).

- c) against “The Tamil Nadu Dr. M.G.R. Medical College University, Chennai” under the heading ‘Recognised Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
“Master of Surgery (OBG)”	MS (OBG) (This shall be a recognised medical qualification when granted by The Tamil Nadu Dr. M.G.R. Medical College University, Chennai in respect of students being trained at Sri Mookambika Institute of Medical Sciences, Kulasekharan on or after 2015).
“Diploma in Tuberculosis & Chest Diseases”	DTCD (This shall be a recognised medical qualification when granted by The Tamil Nadu Dr. M.G.R. Medical College University, Chennai in respect of students being trained at Thanjavur Medical College, Thanjavur on or after 2014).
“Doctor of Medicine (Community Medicine)”	MD (Community Medicine) (This shall be a recognised medical qualification when granted by The Tamil Nadu Dr. M.G.R. Medical College University, Chennai in respect of students being trained at Kilpauk Medical College, Chennai on or after 2016).

“Doctor of Medicine (Forensic Medicine)”	MD (Forensic Medicine) (This shall be a recognised medical qualification when granted by The Tamil Nadu Dr. M.G.R. Medical College University, Chennai in respect of students being trained at Kilpauk Medical College, Chennai on or after 2016).
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- d) against “Dr. N.T.R. University of Health Sciences, Vijayawada” under the heading ‘Recognised Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
“Doctor of Medicine (Tuberculosis & Respiratory Diseases/Pulmonary Medicine)	MS (Tuberculosis & Respiratory Diseases/Pulmonary Medicine) (This shall be a recognised medical qualification when granted by Dr. N.T.R. University of Health Sciences, Vijayawada in respect of students being trained at Medicity Institute of Medical Sciences, Ghanpur on or after 2015).
“Master of Surgery (Ear, Nose & Throat)	MS (ENT) (This shall be a recognised medical qualification when granted by Dr. N.T.R. University of Health Sciences, Vijayawada in respect of students being trained at Medicity Institute of Medical Sciences, Ghanpur on or after 2015).
“Doctor of Medicine/Master of Surgery (Anatomy)	MD/MS (Anatomy) (This shall be a recognised medical qualification when granted by Dr. N.T.R. University of Health Sciences, Vijayawada in respect of students being trained at Medicity Institute of Medical Sciences, Ghanpur on or after 2015).
“Doctor of Medicine (Community Medicine)	MD (Community Medicine) (This shall be a recognised medical qualification when granted by Dr. N.T.R. University of Health Sciences, Vijayawada in respect of students being trained at Medicity Institute of Medical Sciences, Ghanpur on or after 2014).
“Master of Surgery (OBG)	MS (OBG) (This shall be a recognised medical qualification when granted by Dr. N.T.R. University of Health Sciences, Vijayawada in respect of students being trained at GSL Medical College & GSL General Hospital, Lakshmipuram on or after 2015).
Diploma in Gynaecology and Obstetrics	DGO (This shall be a recognised medical qualification when granted by Dr. N.T.R. University of Health Sciences, Vijayawada in respect of students being trained at GSL Medical College & GSL General Hospital, Lakshmipuram on or after 2015).

- e) against “Dr. B R Ambedkar University, Agra” under the heading ‘Recognised Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
“Doctor of Medicine (Pharmacology)	MS (Pharmacology) (This shall be a recognised medical qualification when granted by Dr. B R Ambedkar University, Agra in respect of students being trained at Rama Medical College and Hospital, Kanpur on or after 2016).
“Doctor of Medicine/Master of Surgery (Anatomy)	MD/MS (Anatomy) (This shall be a recognised medical qualification when granted by Dr. B R Ambedkar University, Agra in respect of students being trained at Rama Medical College and Hospital, Kanpur on or after 2016).

- f) against “Amrita Vishwa Vidyapeetham University, Coimbatore” under the heading ‘Recognised Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
“Diploma in Physical Medicine & Rehabilitation	DPMR (This shall be a recognised medical qualification when granted by Amrita Vishwa Vidyapeetham University, Coimbatore in respect of students being trained at Amrita School of Medicine, AIMS, Kochi on or after 2014).

- g) against “Santosh University, Ghaziabad” under the heading ‘Recognised Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
“Doctor of Medicine (Pharmacology)	MD (Pharmacology) (This shall be a recognised medical qualification when granted by Santosh University, Ghaziabad in respect of students being trained at Santosh Medical College, Ghaziabad on or after 2011).

- h) against “Tripura University” under the heading ‘Recognised Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
“Master of Surgery (OBG)	MS (OBG) (This shall be a recognised medical qualification when granted by Tripura University in respect of students being trained at Agartala Government Medical College, Agartala on or after 2014).

- i) against “Bharati Vidyapeeth Deemed University, Pune” under the heading ‘Recognised Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(20)	(3)
“Doctor of Medicine (General Medicine)”	MD (General Medicine) (This shall be a recognised medical qualification when granted by Bharati Vidyapeeth Deemed University, Pune in respect of students being trained at Bharati Vidyapeeth Medical College & Hospital, Sangli on or after 2014).

[No.U-12012/01/2017-ME-I (Pt-3)]

AMIT BISWAS, Under Secy.

नई दिल्ली, 17 फरवरी, 2017

का.आ. 1042.—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 11 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद् से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित, और संशोधन करती है, अर्थात् :-

उक्त प्रथम अनुसूची में :-

- क) ‘मान्यताप्राप्त आयुर्विज्ञान अर्हता’ [जिसे इसके आगे कालम (2) कहा गया है] शीर्षक के अधीन “डॉ. एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा, आंध्र प्रदेश” के सामने अंतिम प्रविष्टि के पश्चात और ‘पंजीकरण के लिए संक्षिप्तिकरण’ [जिसे इसके आगे कालम (3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात् :-

(2)	(3)
“डिप्लोमा इन ऑफ्थालमोलोजी”	डीएमआरडी (यह एक मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब यह आंध्र मेडिकल कॉलेज, विशाखापटनम, में प्रशिक्षित किए गए छात्रों के संबंध में 2015 को या बाद में डॉ.एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा, आंध्र प्रदेश द्वारा प्रदत्त होगी।
“डॉक्टर ऑफ मेडिसिन(टीबी एंड रेस्पिरिटरी मेडिसिन)”	एमडी(टीबी एंड रेस्पिरिटरी मेडिसिन) (यह एक मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब यह एमएनआर मेडिकल कॉलेज, सांगारेड्डी में प्रशिक्षित किए गए छात्रों के संबंध में 2015 को अथवा बाद में डॉ.एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा, आंध्र प्रदेश द्वारा प्रदत्त होगी।
“डॉक्टर ऑफ मेडिसिन (डीवीएल)”	एमडी (डीवीएल) (यह एक मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब यह शांतिराम मेडिकल कॉलेज नंदयाल में प्रशिक्षित किए गए छात्रों के संबंध में मई, 2015 को या बाद में डॉ.एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा, आंध्र प्रदेश द्वारा प्रदत्त होगी।
“डॉक्टर ऑफ मेडिसिन (फिजियॉलोजी)”	एमडी (फिजियॉलोजी) (यह एक मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब यह शादान इंस्टिट्यूट मेडिकल साइंसिस, हैदराबाद में प्रशिक्षित किए गए छात्रों के संबंध में 2016 को या बाद में डॉ.एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा, आंध्र प्रदेश द्वारा प्रदत्त होगी।

ख) 'मान्यताप्राप्त आयुर्विज्ञान अर्हता' [जिसे इसके आगे कालम (2) कहा गया है] शीर्षक के अधीन "राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बेंगलुरु" के सामने अंतिम प्रविष्टि के पश्चात और पंजीकरण के लिए संक्षिप्तकरण [जिसे इसके आगे कालम (3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात्:-

(2)	(3)
"डॉक्टर ऑफ मेडिसिन(डीवीएल)"	एमडी (डीवीएल) (यह एक मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब यह एसडीएम मेडिकल साइंसिस एंड अस्पताल, धारवाड़, कर्नाटक में प्रशिक्षित किए गए छात्रों के संबंध में 2014 को या बाद राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बेंगलुरु द्वारा प्रदत्त होगी।)
"डिप्लोमा इन डर्मेटोलोजी, वेनेरॉलोजी एंड लेपरसी"	डीडीवीएल (यह एक मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब यह एसडीएम मेडिकल साइंसिस एंड अस्पताल, धारवाड़, कर्नाटक में प्रशिक्षित किए गए छात्रों के संबंध में 2014 को या बाद राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बेंगलुरु द्वारा प्रदत्त होगी।)
"डॉक्टर ऑफ मेडिसिन/मास्टर ऑफ सर्जरी (अनाटमी)"	एमडी/एमएस (अनाटमी) (यह एक मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब यह आदिचंचनागिरि इंस्टिट्यूट ऑफ मेडिकल साइंसिस, बालगंगाधरनाथ नगर में प्रशिक्षित किए गए छात्रों के संबंध में 2015 को या बाद राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बेंगलुरु द्वारा प्रदत्त होगी।)
"डॉक्टर ऑफ मेडिसिन (रेडियो डायग्नोसिस)"	एमडी (रेडियो डायग्नोसिस) (यह एक मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब यह एस एस इंस्टिट्यूट ऑफ मेडिकल साइंसिस एंड रिसर्च सेन्टर, दावनगिरि में प्रशिक्षित किए गए छात्रों के संबंध में 2015 को या बाद राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बेंगलुरु द्वारा प्रदत्त होगी।)
"डॉक्टर ऑफ मेडिसिन (एंडोक्रिनॉलोजी)"	डीएम (एंडोक्रिनॉलोजी) (यह एक मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब यह वैदेही इंस्टिट्यूट ऑफ मेडिकल साइंसिस एंड रिसर्च सेन्टर, बेंगलुरु में प्रशिक्षित किए गए छात्रों के संबंध में 2016 को या बाद राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बेंगलुरु द्वारा प्रदत्त होगी।)
"डॉक्टर ऑफ मेडिसिन (टयुबरक्यूलोसिस एंड रेस्पिरिटरी डिसीसिज/पल्मोनरी मेडिसिन)"	एमडी (टयुबरक्यूलोसिस एंड रेस्पिरिटरी डिसीसिज/पल्मोनरी मेडिसिन) (यह एक मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब यह राजाराजेश्वरी मेडिकल साइंसिस एंड अस्पताल, बेंगलुरु में प्रशिक्षित किए गए छात्रों के संबंध में 2016 को या बाद राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बेंगलुरु द्वारा प्रदत्त होगी।)

ग) 'मान्यताप्राप्त आयुर्विज्ञान अर्हता' [जिसे इसके आगे कालम (2) कहा गया है] शीर्षक के अधीन 'केरल स्वास्थ्य विज्ञान विश्वविद्यालय, तृशूर' के सामने अंतिम प्रविष्टि के पश्चात और पंजीकरण के लिए संक्षिप्तकरण' [जिसे इसके आगे कालम (3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात्:-

(2)	(3)
"मास्टर ऑफ सर्जरी (ऑफ्थालमोलोजी)"	एमएस (ऑफ्थालमोलोजी) (यह एक मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब यह अकादमी ऑफ मेडिकल साइंसिस, परियारम, कन्नूर में प्रशिक्षित किए गए छात्रों के संबंध में 2015 को या बाद में केरल स्वास्थ्य विज्ञान विश्वविद्यालय, तृशूर द्वारा प्रदत्त होगी।)
"डॉक्टर ऑफ मेडिसिन (फार्माकालोजी)"	एमडी(फार्माकालोजी) (यह एक मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब यह अकादमी ऑफ मेडिकल साइंसिस, परियारम, कन्नूर में प्रशिक्षित किए गए छात्रों के संबंध में 2015 को या बाद में केरल स्वास्थ्य विज्ञान विश्वविद्यालय, तृशूर द्वारा प्रदत्त होगी।)
"डिप्लोमा इन ऑर्थोपीडिक्स"	डी.ऑर्थो. (यह एक मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब यह टी.डी.मेडिकल कॉलेज, आलपुझा में प्रशिक्षित किए गए छात्रों के संबंध में 2014 को या बाद में केरल स्वास्थ्य विज्ञान विश्वविद्यालय, तृशूर द्वारा प्रदत्त होगी।)
"डॉक्टर ऑफ मेडिसिन/मास्टर ऑफ सर्जरी (अनाटमी)"	एमडी/एमएस (अनाटमी) (यह एक मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब यह टी.डी.मेडिकल कॉलेज, आलपुझा में प्रशिक्षित किए गए छात्रों के संबंध में 2016 को या बाद में केरल स्वास्थ्य विज्ञान विश्वविद्यालय, तृशूर द्वारा प्रदत्त होगी।)
"डॉक्टर ऑफ मेडिसिन (समुदाय चिकित्सा)"	एमडी (समुदाय चिकित्सा) (यह एक मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब यह गवर्नमेंट मेडिकल कॉलेज, तृशूर में प्रशिक्षित किए गए छात्रों के संबंध में 2015 को या बाद में केरल स्वास्थ्य विज्ञान विश्वविद्यालय, तृशूर द्वारा प्रदत्त होगी।)
"मास्टर ऑफ सर्जरी (जनरल सर्जरी)"	एमएस (जनरल सर्जरी) (यह एक मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब यह श्री जुबली मिशन मेडिकल कॉलेज ट्रस्ट एंड रिसर्च इंस्टिट्यूट, त्रिवेन्द्रम, केरल में प्रशिक्षित किए गए छात्रों के संबंध में 2014 को या बाद में केरल स्वास्थ्य विज्ञान विश्वविद्यालय, तृशूर द्वारा प्रदत्त होगी।)
"मास्टर ऑफ सर्जरी (ऑफ्थालमोलोजी)"	एमएस (ऑफ्थालमोलोजी) (यह एक मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब यह श्री गोकुलम मेडिकल कॉलेज ट्रस्ट एंड रिसर्च फाउंडेशन,

	त्रिवेन्द्रम, केरल में प्रशिक्षित किए गए छात्रों के संबंध में 2015 को या बाद में केरल स्वास्थ्य विज्ञान विश्वविद्यालय, तृशूर द्वारा प्रदत्त होगी।
“डॉक्टर ऑफ मेडिसिन (एनिस्थिसीया)”	एमडी (एनिस्थिसीया) (यह एक मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब यह जुवली मिशन मेडिकल कॉलेज एंड रिसर्च इंस्टिट्यूट, केरल में प्रशिक्षित किए गए छात्रों के संबंध में 2015 को या बाद में केरल स्वास्थ्य विज्ञान विश्वविद्यालय, तृशूर द्वारा प्रदत्त होगी।)
“डॉक्टर ऑफ मेडिसिन (पीडियॉट्रिक्स)”	एमडी (पीडियॉट्रिक्स) (यह एक मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब यह पुष्पगिरि इंस्टिट्यूट ऑफ मेडिकल साइंसिस एंड रिसर्च सेन्टर, तिरुवला, केरल में प्रशिक्षित किए गए छात्रों के संबंध में 2015 को या बाद में केरल स्वास्थ्य विज्ञान विश्वविद्यालय, तृशूर द्वारा प्रदत्त होगी।)
“डिप्लोमा इन चाइल्ड हैल्थ”	डीसीएच (यह एक मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब यह पुष्पगिरि इंस्टिट्यूट ऑफ मेडिकल साइंसिस एंड रिसर्च सेन्टर, तिरुवला, केरल में प्रशिक्षित किए गए छात्रों के संबंध में 2015 को या बाद में केरल स्वास्थ्य विज्ञान विश्वविद्यालय, तृशूर द्वारा प्रदत्त होगी।)
“डॉक्टर ऑफ मेडिसिन/मास्टर ऑफ सर्जरी (अनाटमी)”	एमडी/एमएस (अनाटमी) (यह एक मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब यह पुष्पगिरि इंस्टिट्यूट ऑफ मेडिकल साइंसिस एंड रिसर्च सेन्टर, तिरुवला, केरल में प्रशिक्षित किए गए छात्रों के संबंध में 2015 को या बाद में केरल स्वास्थ्य विज्ञान विश्वविद्यालय, तृशूर द्वारा प्रदत्त होगी।)

घ) ‘मान्यताप्राप्त आयुर्विज्ञान अर्हता’ [जिसे इसके आगे कालम (2) कहा गया है] शीर्षक के अधीन “दि तमिलनाडु स्वास्थ्य विज्ञान विश्वविद्यालय, चेन्नई” के सामने अंतिम प्रविष्टि के पश्चात और पंजीकरण के लिए संक्षिप्तिकरण [जिसे इसके आगे कालम (3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात्:-

(2)	(3)
डॉक्टर ऑफ मेडिसिन (माइक्रोबायोलोजी)”	एमडी (माइक्रोबायोलोजी) (यह एक मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब यह करपागा विनायक इंस्टिट्यूट ऑफ मेडिकल साइंसिस मदुरातांगम में प्रशिक्षित किए गए छात्रों के संबंध में 2016 को या बाद में दि तमिलनाडु डॉ.एमजीआर मेडिकल कॉलेज विश्वविद्यालय, चेन्नई द्वारा प्रदत्त होगी।)
“मास्टर ऑफ सर्जरी (जनरल सर्जरी)”	एमएस (जनरल सर्जरी) (यह एक मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब यह ईएसआई-पीजीआईएमएसआर, ईएसआई अस्पताल के के नगर, चेन्नई में प्रशिक्षित किए गए छात्रों के संबंध में 2015

	को या बाद में दि तमिलनाडु डॉ.एमजीआर मेडिकल कॉलेज विश्वविद्यालय, चेन्नई द्वारा प्रदत्त होगी।
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ड) 'मान्यताप्राप्त आयुर्विज्ञान अर्हता' [जिसे इसके आगे कालम (2) कहा गया है] शीर्षक के अधीन "आर्यभट्ट नालिज विश्वविद्यालय, पटना" के सामने अंतिम प्रविष्टि के पश्चात और पंजीकरण के लिए संक्षिप्तिकरण' [जिसे इसके आगे कालम (3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात्:-

(2)	(3)
डॉक्टर ऑफ मेडिसिन (फिजियॉलोजी)"	एमडी (फिजियॉलोजी) (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह नालंदा मेडिकल कॉलेज, पटना में प्रशिक्षित किए गए छात्रों के संबंध में 2014 को या बाद में आर्य भट्ट नालिज विश्वविद्यालय, पटना द्वारा प्रदत्त होगी।

च) 'मान्यता प्राप्त आयुर्विज्ञान अर्हता' [जिसे इसके आगे कालम (2) कहा गया है] शीर्षक के अधीन "दिल्ली विश्वविद्यालय, दिल्ली" के सामने अंतिम प्रविष्टि के पश्चात और पंजीकरण के लिए संक्षिप्तिकरण' [जिसे इसके आगे कालम (3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात्:-

(2)	(3)
"मास्टर ऑफ सर्जरी (अब्स्टेट्रिक्स/गाइनकालजी)"	एमएस (ओबीजी) (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह आर्मी अस्पताल रिसर्च एंड रेफ्रल, नई दिल्ली में प्रशिक्षित किए गए छात्रों के संबंध में 2015 को या बाद में दिल्ली विश्वविद्यालय, दिल्ली द्वारा प्रदत्त होगी।

छ) 'मान्यता प्राप्त आयुर्विज्ञान अर्हता' [जिसे इसके आगे कालम (2) कहा गया है] शीर्षक के अधीन "चौ. चरण सिंह विश्वविद्यालय," के सामने अंतिम प्रविष्टि के पश्चात और पंजीकरण के लिए संक्षिप्तिकरण' [जिसे इसके आगे कालम (3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात्:-

(2)	(3)
"डाक्टर ऑफ मेडिसिन (माइक्रोबायलोजी)"	एमडी (माइक्रोबायलोजी) (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह सरस्वती इंस्टिट्यूट ऑफ मेडिकल साइंसिस, हापुड में प्रशिक्षित किए गए छात्रों के संबंध में 2016 को या बाद में चौ.चरण सिंह विश्वविद्यालय द्वारा प्रदत्त होगी।

ज) 'मान्यता प्राप्त आयुर्विज्ञान अर्हता' [जिसे इसके आगे कालम (2) कहा गया है] शीर्षक के अधीन "महाराष्ट्र स्वास्थ्य विज्ञान विश्वविद्यालय, नासिक, महाराष्ट्र" के सामने अंतिम प्रविष्टि के पश्चात और पंजीकरण के लिए संक्षिप्तिकरण' [जिसे इसके आगे कालम (3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात्:-

(2)	(3)
"मास्टर ऑफ सर्जरी (अब्स्टेट्रिक्स/गाइनकालजी)"	एमएस (ओबीजी) (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह केजे सोमैया मेडिकल कॉलेज एंड रिसर्च सेन्टर, मुंबई में प्रशिक्षित

	किए गए छात्रों के संबंध में 2014 को या बाद में महाराष्ट्र स्वास्थ्य विज्ञान विश्वविद्यालय, नासिक, महाराष्ट्र द्वारा प्रदत्त होगी।
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झ) 'मान्यता प्राप्त आयुर्विज्ञान अर्हता' [जिसे इसके आगे कालम (2) कहा गया है] शीर्षक के अधीन "त्रिपुरा विश्वविद्यालय, अगरतला" के सामने अंतिम प्रविष्टि के पश्चात और पंजीकरण के लिए संक्षिप्तिकरण' [जिसे इसके आगे कालम (3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात्:-

(2)	(3)
"डॉक्टर ऑफ मेडिसिन (जनरल मेडिसिन)"	एमडी (जनरल मेडिसिन) (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह अगरतला गवर्नमेंट मेडिकल कॉलेज अगरतला में प्रशिक्षित किए गए छात्रों के संबंध में 2015 को या बाद में त्रिपुरा विश्वविद्यालय, अगरतला द्वारा प्रदत्त होगी।)

ञ) 'मान्यता प्राप्त आयुर्विज्ञान अर्हता' [जिसे इसके आगे कालम (2) कहा गया है] शीर्षक के अधीन "वीर नरमद दक्षिणी गुजरात विश्वविद्यालय" के सामने अंतिम प्रविष्टि के पश्चात और पंजीकरण के लिए संक्षिप्तिकरण' [जिसे इसके आगे कालम (3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात्:-

(2)	(3)
"डॉक्टर ऑफ मेडिसिन (ट्युबरक्यूलोसिस एंड रेस्पिरटरी डिसिसिज/ पल्मोनरी मेडिसिन)"	एमडी (ट्युबरक्यूलोसिस एंड रेस्पिरटरी डिसिसिज/ पल्मोनरी मेडिसिन) (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह सूरत म्युनिसिपल इंस्टिट्यूट ऑफ मेडिकल एज्युकेशन एंड रिसर्च, सूरत में प्रशिक्षित किए गए छात्रों के संबंध में 2015 को या बाद में वीर नरमद दक्षिणी गुजरात विश्वविद्यालय द्वारा प्रदत्त होगी।)

ट) 'मान्यता प्राप्त आयुर्विज्ञान अर्हता' [जिसे इसके आगे कालम (2) कहा गया है] शीर्षक के अधीन "शारदा विश्वविद्यालय, ग्रेटर नोएडा" के सामने अंतिम प्रविष्टि के पश्चात और पंजीकरण के लिए संक्षिप्तिकरण' [जिसे इसके आगे कालम (3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात्:-

(2)	(3)
"डॉक्टर ऑफ मेडिसिन (फिजियॉलोजी)"	एमडी (फिजियॉलोजी) (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह स्कूल ऑफ मेडिकल साइंसिस एंड रिसर्च, ग्रेटर नोएडा में प्रशिक्षित किए गए छात्रों के संबंध में 2016 को या बाद में शारदा विश्वविद्यालय, ग्रेटर नोएडा द्वारा प्रदत्त होगी।)

ठ) 'मान्यता प्राप्त आयुर्विज्ञान अर्हता' [जिसे इसके आगे कालम (2) कहा गया है] शीर्षक के अधीन "कुमायू विश्वविद्यालय, नैनीताल" के सामने अंतिम प्रविष्टि के पश्चात और पंजीकरण के लिए संक्षिप्तिकरण' [जिसे इसके आगे कालम (3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात्:-

(2)	(3)
“डॉक्टर ऑफ मेडिसिन (फार्माकॉलोजी)”	एमडी (फार्माकॉलोजी) (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह गवर्नमेंट मेडिकल कॉलेज(पूर्व उत्तराखंड फॉरेस्ट अस्पताल ट्रस्ट मेडिकल कॉलेज) हल्द्वानी में प्रशिक्षित किए गए छात्रों के संबंध में 2016 को या बाद में कुमायु विश्वविद्यालय, नैनीताल द्वारा प्रदत्त होगी।

ड) ‘मान्यता प्राप्त आयुर्विज्ञान अर्हता’ [जिसे इसके आगे कालम (2) कहा गया है] शीर्षक के अधीन “भारती विद्यापीठ डीम्ड विश्वविद्यालय, पुणे” के सामने अंतिम प्रविष्टि के पश्चात और पंजीकरण के लिए संक्षिप्तिकरण’ [जिसे इसके आगे कालम (3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात्:-

(2)	(3)
“मास्टर ऑफ सर्जरी (ऑर्थोपीडिक्स)”	एमडी (ऑर्थोपीडिक्स) (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह भारती विद्यापीठ मेडिकल कॉलेज एंड अस्पताल, सांगली में प्रशिक्षित किए गए छात्रों के संबंध में 2014 को या बाद में भारती विद्यापीठ डीम्ड विश्वविद्यालय, पुणे द्वारा प्रदत्त होगी।

ढ) ‘मान्यता प्राप्त आयुर्विज्ञान अर्हता’ [जिसे इसके आगे कालम (2) कहा गया है] शीर्षक के अधीन “तीर्थकर महावीर, विश्वविद्यालय, मुरादाबाद” के सामने अंतिम प्रविष्टि के पश्चात और पंजीकरण के लिए संक्षिप्तिकरण’ [जिसे इसके आगे कालम (3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात्:-

(2)	(3)
“डॉक्टर ऑफ मेडिसिन (कम्युनिटी मेडिसिन)”	एमडी (कम्युनिटी मेडिसिन) (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह तीर्थकर महावीर मेडिकल कॉलेज एंड रिसर्च सेन्टर, , मुरादाबाद में प्रशिक्षित किए गए छात्रों के संबंध में 2016 को या बाद में तीर्थकर महावीर, विश्वविद्यालय, मुरादाबाद द्वारा प्रदत्त होगी।

ण) ‘मान्यता प्राप्त आयुर्विज्ञान अर्हता’ [जिसे इसके आगे कालम (2) कहा गया है] शीर्षक के अधीन “सविता विश्वविद्यालय (डीम्ड), चेन्नई” के सामने अंतिम प्रविष्टि के पश्चात और पंजीकरण के लिए संक्षिप्तिकरण’ [जिसे इसके आगे कालम (3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात्:-

(2)	(3)
“डॉक्टर ऑफ मेडिसिन (फार्माकॉलोजी)”	एमडी (फार्माकॉलोजी) (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह सविता मेडिकल कॉलेज एंड अस्पताल, कांचीपुरम, तमिलनाडु में प्रशिक्षित किए गए छात्रों के संबंध में 2016 को या बाद में सविता विश्वविद्यालय (डीम्ड) चेन्नई द्वारा प्रदत्त होगी।

- त) 'मान्यता प्राप्त आयुर्विज्ञान अर्हता' [जिसे इसके आगे कालम (2) कहा गया है] शीर्षक के अधीन "एसआरएम विश्वविद्यालय, चेन्नई" के सामने अंतिम प्रविष्टि के पश्चात और पंजीकरण के लिए संक्षिप्तिकरण' [जिसे इसके आगे कालम (3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात्:-

(2)	(3)
"डॉक्टर ऑफ मेडिसिन (जनरल मेडिसिन)"	एमडी (जनरल मेडिसिन) (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह एसआरएम मेडिकल कॉलेज अस्पताल एंड रिसर्च सेन्टर, कांचीपुरम, तमिलनाडु में प्रशिक्षित किए गए छात्रों के संबंध में 2015 को या बाद में एसआरएम विश्वविद्यालय, चेन्नई द्वारा प्रदत्त होगी।)

- थ) 'मान्यता प्राप्त आयुर्विज्ञान अर्हता' [जिसे इसके आगे कालम (2) कहा गया है] शीर्षक के अधीन "गीतांजलि विश्वविद्यालय, उदयपुर" के सामने अंतिम प्रविष्टि के पश्चात और पंजीकरण के लिए संक्षिप्तिकरण' [जिसे इसके आगे कालम (3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात्:-

(2)	(3)
"डॉक्टर ऑफ मेडिसिन (अनॉटमी)"	एमडी (अनॉटमी) (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह गीतांजलि मेडिकल कॉलेज एंड अस्पताल, उदयपुर, में प्रशिक्षित किए गए छात्रों के संबंध में 2016 को या बाद में गीतांजलि विश्वविद्यालय, उदयपुर द्वारा प्रदत्त होगी।)

- द) 'मान्यता प्राप्त आयुर्विज्ञान अर्हता' [जिसे इसके आगे कालम (2) कहा गया है] शीर्षक के अधीन "एमजेपी रूहेलखंड विश्वविद्यालय, बरेली, उत्तर प्रदेश" के सामने अंतिम प्रविष्टि के पश्चात और पंजीकरण के लिए संक्षिप्तिकरण' [जिसे इसके आगे कालम (3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात्:-

(2)	(3)
"डॉक्टर ऑफ मेडिसिन (साइकिएट्री)"	एमडी (साइकिएट्री) (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह रूहेलखंड मेडिकल कॉलेज एंड अस्पताल, बरेली में प्रशिक्षित किए गए छात्रों के संबंध में 2015 को या बाद में रूहेलखंड विश्वविद्यालय, बरेली, उत्तर प्रदेश द्वारा प्रदत्त होगी।)
"डॉक्टर ऑफ मेडिसिन (रेडियो-डायग्नोसिस/रेडियोलॉजी)"	एमडी (रेडियो-डायग्नोसिस/रेडियोलॉजी) (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह रूहेलखंड मेडिकल कॉलेज एंड अस्पताल, बरेली में प्रशिक्षित किए गए छात्रों के संबंध में 2015 को या बाद में रूहेलखंड विश्वविद्यालय, बरेली, उत्तर प्रदेश द्वारा प्रदत्त होगी।)
"मास्टर ऑफ सर्जरी (अब्स्टेट्रिक्स/गाइनकालजी)"	एमडी (ओबीजी) (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह रूहेलखंड मेडिकल कॉलेज एंड अस्पताल, बरेली में प्रशिक्षित किए गए छात्रों के संबंध में 2016 को या बाद में रूहेलखंड विश्वविद्यालय, बरेली, उत्तर प्रदेश द्वारा प्रदत्त होगी।)

“मास्टर ऑफ सर्जरी (पैथॉलोजी)”	एमडी (पैथॉलोजी) (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह रूहेलखंड मेडिकल कॉलेज एंड अस्पताल, बरेली में प्रशिक्षित किए गए छात्रों के संबंध में 2015 को या बाद में रूहेलखंड विश्वविद्यालय, बरेली, उत्तर प्रदेश द्वारा प्रदत्त होगी।)
“डिप्लोमा इन पैथॉलोजी”	डीसीपी (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह रूहेलखंड मेडिकल कॉलेज एंड अस्पताल, बरेली में प्रशिक्षित किए गए छात्रों के संबंध में 2015 को या बाद में रूहेलखंड विश्वविद्यालय, बरेली, उत्तर प्रदेश द्वारा प्रदत्त होगी।)

ध) ‘मान्यता प्राप्त आयुर्विज्ञान अर्हता’ [जिसे इसके आगे कालम (2) कहा गया है] शीर्षक के अधीन “एनआईएमएस विश्वविद्यालय (डीम्ड विश्वविद्यालय), जयपुर” के सामने अंतिम प्रविष्टि के पश्चात और पंजीकरण के लिए संक्षिप्तकरण [जिसे इसके आगे कालम (3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात्:-

(2)	(3)
“डॉक्टर ऑफ मेडिसिन (अनीस्थीसिया)”	एमडी (अनीस्थीसिया) (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह नेशनल इंस्टिट्यूट ऑफ मेडिकल साइंस एंड रिसर्च, जयपुर में प्रशिक्षित किए गए छात्रों के संबंध में 2014 को या एनआईएमएस विश्वविद्यालय(डीम्ड विश्वविद्यालय), जयपुर द्वारा प्रदत्त होगी।)
“मास्टर ऑफ सर्जरी (ईएनटी)”	एमएस (ईएनटी) (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह नेशनल इंस्टिट्यूट ऑफ मेडिकल साइंस एंड रिसर्च, जयपुर में प्रशिक्षित किए गए छात्रों के संबंध में 2014 को या एनआईएमएस विश्वविद्यालय(डीम्ड विश्वविद्यालय), जयपुर द्वारा प्रदत्त होगी।)
“डॉक्टर ऑफ मेडिसिन (पैथॉलोजी)”	एमडी (पैथॉलोजी) (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह नेशनल इंस्टिट्यूट ऑफ मेडिकल साइंस एंड रिसर्च, जयपुर में प्रशिक्षित किए गए छात्रों के संबंध में 2014 को या एनआईएमएस विश्वविद्यालय(डीम्ड विश्वविद्यालय), जयपुर द्वारा प्रदत्त होगी।)
“डॉक्टर ऑफ मेडिसिन/मास्टर ऑफ सर्जरी (ऑपथालमोलोजी)”	एमडी/एमएस (ऑपथालमोलोजी) (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह नेशनल इंस्टिट्यूट ऑफ मेडिकल साइंस एंड रिसर्च, जयपुर में प्रशिक्षित किए गए छात्रों के संबंध में 2014 को या एनआईएमएस विश्वविद्यालय(डीम्ड विश्वविद्यालय), जयपुर द्वारा प्रदत्त होगी।)
“डॉक्टर ऑफ मेडिसिन(सोशल एंड प्रिवेंटिव मेडिसिन/कम्युनिटी मेडिसिन)”	एमडी (सोशल एंड प्रिवेंटिव मेडिसिन/कम्युनिटी मेडिसिन) (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह

	नेशनल इंस्टिट्यूट ऑफ मेडिकल साइंस एंड रिसर्च, जयपुर में प्रशिक्षित किए गए छात्रों के संबंध में 2015 को या एनआईएमएस विश्वविद्यालय (डीम्ड विश्वविद्यालय), जयपुर द्वारा प्रदत्त होगी।
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[फा. सं. यू-12012/01/2017-एमई-1 (पार्ट-2)]

डी. वी. के. राव, अवर सचिव

New Delhi, the 17th February, 2017

S.O. 1042.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:-

In the said Schedule -

- (a) against “Dr. NTR University of Health Sciences, Vijaywada, Andhra Pradesh”, under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
“Diploma in Ophthalmology”	DMRD (This shall be a recognized medical qualification when granted by Dr. NTR University of Health Sciences, Vijaywada, Andhra Pradesh in respect of students being trained at Andhra Medical College, Visakhapatnam on or after 2015).
“Doctor of Medicine (TB& Respiratory Medicine)”	MD (TB & Respiratory Medicine) (This shall be a recognized medical qualification when granted by Dr. NTR University of Health Sciences, Vijaywada, Andhra Pradesh in respect of students being trained at MNR Medical College, Sangareddy on or after 2015).
“Doctor of Medicine (DVL)”	MD (DVL) (This shall be a recognized medical qualification when granted by Dr. NTR University of Health Sciences, Vijaywada, Andhra Pradesh in respect of students being trained at Santhiram Medical College, Nandyal on or after 2015).
“Doctor of medicine (Physiology)”	MD(Physiology) (This shall be a recognized medical qualification when granted by Dr. NTR University of Health Sciences, Vijaywada, Andhra Pradesh in respect of students being trained at Shadan Institute of Medical Sciences, Hyderabad on or after 2016).

- (b) against “Rajiv Gandhi University of Health Sciences, Bangalore”, under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
“Doctor of Medicine (DVL)”	MD (DVL) (This shall be a recognized medical qualification when granted by Rajiv Gandhi University of Health Sciences, Bangalore in respect of students being trained at SDM College of Medical Sciences & Hospital, Dharwad, Karnataka on or after 2014).
”Diploma in Dermatology Venerology & Leprosy”	DDVL (This shall be a recognized medical qualification when granted by Rajiv Gandhi University of Health Sciences, Bangalore in respect of students being trained at SDM College of Medical Sciences & Hospital, Dharwad, Karnataka on or after 2014).
“Doctor of Medicine/Master of Surgery (Anatomy)”	MD/MS (Anatomy) (This shall be a recognized medical qualification when granted by Rajiv Gandhi University of Health Sciences, Bangalore in respect of students being trained at Adichunchanagiri Institute of Medical Sciences, Balagangadharanath Nagar on or after 2015).
“Doctor of Medicine (Radio Diagnosis)”	MD (Radio Diagnosis) (This shall be a recognized medical qualification when granted by Rajiv Gandhi University of Health Sciences, Bangalore in respect of students being trained at S S Institute of Medical Sciences & Research Centre, Davangere on or after 2015).
“Doctor of Medicine (Endocrinology)”	DM (Endocrinology) (This shall be a recognized medical qualification when granted by Rajiv Gandhi University of Health Sciences, Bangalore in respect of students being trained at Vydehi Institute of Medical Sciences & Research Centre, Bangalore on or after 2016).
“Doctor of Medicine (Tuberculosis & Respiratory Diseases / Pulmonary Medicine)”	MD (Tuberculosis & Respiratory Diseases/ Respiratory Diseases/ Pulmonary Medicine) (This shall be a recognized medical qualification when granted by Rajiv Gandhi University of Health Sciences, Bangalore in respect of students being trained at Rajarajeswari Medical College & Hospital, Bangalore on or after 2016).

- (c) against “Kerala University of Health Sciences, Thrissur”, under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
“Master of Surgery (Ophthalmology)”	MS (Ophthalmology) (This shall be a recognized medical qualification when granted by Kerala University of Health Sciences, Thrissur in respect of students being trained at Academy of Medical Sciences, Pariyaram, Kannur on or after 2015).

“Doctor of Medicine (Pharmacology)”	MD (Pharmacology) (This shall be a recognized medical qualification when granted by Kerala University of Health Sciences, Thrissur in respect of students being trained at M E S Medical College, Perintalmanna Malappuram Distt. Kerala on or after 2015).
“Diploma in Orthopaedics”	D. Ortho (This shall be a recognized medical qualification when granted by Kerala University of Health Sciences, Thrissur in respect of students being trained at T.D Medical College, Alappuzha on or after 2014).
“Doctor of Medicine/ Master of Surgery (Anatomy)”	MD/MS (Anatomy) (This shall be a recognized medical qualification when granted by Kerala University of Health Sciences, Thrissur in respect of students being trained at T.D Medical College, Alappuzha on or after 2016).
“Doctor of Medicine (Community Medicine)”	MD (Community Medicine) (This shall be a recognized medical qualification when granted by Kerala University of Health Sciences, Thrissur in respect of students being trained at Government Medical College, Thrissur on or after 2015).
“Master of Surgery (General Surgery)”	MS (General Surgery) (This shall be a recognized medical qualification when granted by Kerala University of Health Sciences, Thrissur in respect of students being trained at Sri Gokulam Medical College Trust & Research Foundation, Trivandrum, Kerala on or after 2014).
“Master of Surgery (Ophthalmology)”	MS (Ophthalmology) (This shall be a recognized medical qualification when granted by Kerala University of Health Sciences, Thrissur in respect of students being trained at Jubilee Mission Medical College & Research Institute, Kerala on or after 2015).
“Doctor of Medicine (Anaesthesia)”	MD (Anaesthesia) (This shall be a recognized medical qualification when granted by Kerala University of Health Sciences, Thrissur in respect of students being trained at Jubilee Mission Medical College & Research Institute, Kerala on or after 2015).
“Doctor of Medicine (Paediatrics)”	MD (Paediatrics) (This shall be a recognized medical qualification when granted by Kerala University of Health Sciences, Thrissur in respect of students being trained at Pushpagiri Institute of Medical Sciences and Research Centre, Tiruvalla, Kerala on or after 2015).
“Diploma in Child Health”	DCH (This shall be a recognized medical qualification when granted by Kerala University of Health Sciences, Thrissur in respect of students being trained at Pushpagiri Institute

	of Medical Sciences and Research Centre, Tiruvalla, Kerala on or after 2015).
“Doctor of Medicine/ Master of Surgery (Anatomy)”	MD/MS (Anatomy) (This shall be a recognized medical qualification when granted by Kerala University of Health Sciences, Thrissur in respect of students being trained at Pushpagiri Institute of Medical Sciences and Research Centre, Tiruvalla, Kerala on or after 2015).

- (d) against “The Tamil Nadu Dr. MGR Medical College University, Chennai”, under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
“Doctor of Medicine (Microbiology)”	MD (Microbiology) (This shall be a recognized medical qualification when granted by The Tamil Nadu Dr. MGR Medical College University, Chennai in respect of students being trained at Karpaga Vinayaga Institute of Medical Sciences, Maduranthagam on or after 2016).
“Master of Surgery (General Surgery)”	MS (General Surgery) (This shall be a recognized medical qualification when granted by The Tamil Nadu Dr. MGR Medical College University, Chennai in respect of students being trained at ESI-PGIMSR, ESI Hospital, K.K Nagar, Chennai on or after 2015).

- (e) against “Arya Bhatta Knowledge University, Patna ”, under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
“Doctor of medicine (Physiology)”	MD (Physiology) (This shall be a recognized medical qualification when granted by Arya Bhatta Knowledge University, Patna in respect of students being trained at Nalanda Medical College, Patna on or after 2014).

- (f) against “Delhi University, Delhi”, under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
“Master of Surgery (Obstetrics & Gynaecology)”	MS (OBG) (This shall be a recognized medical qualification when granted by Delhi University, Delhi in respect of students being trained at Army Hospital Research & Referral, New Delhi on or after 2015).

- (g) against “Ch. Charan Singh University”, under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
“Doctor of Medicine (Microbiology)”	MD (Microbiology) (This shall be a recognized medical qualification when granted by Ch. Charan Singh University in respect of students being trained at Saraswati Institute of Medical Sciences, Hapur on or after 2016).

- (h) against “Maharashtra University of Health Sciences, Nashik, Maharashtra”, under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
“Master of Surgery (Obstetrics & Gynaecology)”	MS (OBG) (This shall be a recognized medical qualification when granted by Maharashtra University of Health Sciences, Nashik, Maharashtra in respect of students being trained at KJ Somaiyya Medical College & Research Centre, Mumbai on or after 2014).

- (i) against “Tripura University, Agartala”, under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
“Doctor of Medicine (General Medicine)”	MD (General Medicine) (This shall be a recognized medical qualification when granted by Tripura University, Agartala in respect of students being trained at Agartala Govt. Medical College, Agartala, Tripura on or 2015).

- (j) against “Veer Narmad South Gujarat University”, under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
“Doctor of Medicine (Tuberculosis & Respiratory Diseases / Pulmonary Medicine)”	MD (Tuberculosis & Respiratory Diseases / Pulmonary Medicine) (This shall be a recognized medical qualification when granted by Veer Narmad South Gujarat University in respect of students being trained at Surat Municipal Institute of Medical Education & Research, Surat on or after 2015).

- (k) against “Sharda University, Greater Noida”, under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
“Doctor of medicine (Physiology)”	MD (Physiology) This shall be a recognized medical qualification when granted by Sharda University, Greater Noida in respect of students being trained at School of Medical Sciences & Research, Greater Noida on or after 2016).

- (l) against “Kumaon University, Nainital”, under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
“Doctor of medicine (Pharmacology)”	MD (Pharmacology) (This shall be a recognized medical qualification when granted by Kumaon University, Nainital in respect of students being trained at Govt. Medical College (Prev. Uttarakhand Forest Hospital Trust Med.Col.), Haldwani on or after 2016).

- (m) against “Bharati Vidyapeeth Deemed University, Pune”, under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
“Master of Surgery (Orthopaedics)”	MS (Orthopaedics) (This shall be a recognized medical qualification when granted by Bharati Vidyapeeth Deemed University, Pune in respect of students being trained at Bharati Vidyapeeth Medical College & Hospital, Sangli on or after 2014).

- (n) against “Teerthanker Mahaveer University, Moradabad”, under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
“Doctor of Medicine (Community Medicine)”	MD (Community Medicine) (This shall be a recognized medical qualification when granted by Teerthanker Mahaveer University, Moradabad in respect of students being trained at Teerthanker Mahaveer Medical College and Research Centre, Moradabad on or after 2016).

- (o) against “Saveetha University (Deemed), Chennai”, under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
“Doctor of medicine (Pharmacology)”	MD (Pharmacology) (This shall be a recognized medical qualification when granted by Saveetha University (Deemed), Chennai in

	respect of students being trained at Saveetha Medical College and Hospital, Kanchipuram, Tamilnadu on or after 2016).
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- (p) against “SRM University, Chennai”, under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
“Doctor of Medicine (General Medicine)”	MD (General Medicine) (This shall be a recognized medical qualification when granted by SRM University, Chennai in respect of students being trained at SRM Medical College Hospital & Research Centre, Kancheepuram on or after 2015).

- (q) against “Geetanjali University, Udaipur”, under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
“Doctor of Medicine (Anatomy)”	MD (Anatomy) (This shall be a recognized medical qualification when granted by Geetanjali University, Udaipur in respect of students being trained at Geetanjali Medical College & Hospital, Udaipur on or after 2016).

- (r) against “MJP Rohilkhand University, Bareilly, U.P.”, under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
“Doctor of Medicine (Psychiatry)”	MD (Psychiatry) (This shall be a recognized medical qualification when granted by Rohilkhand University, Bareilly, U.P in respect of students being trained at Rohilkhand Medical College & Hospital, Bareilly on or after 2015).
“Doctor of Medicine (Radio-Diagnosis/ Radiology)”	MD (Radio-Diagnosis/Radiology) (This shall be a recognized medical qualification when granted by Rohilkhand University, Bareilly, U.P in respect of students being trained at Rohilkhand Medical College & Hospital, Bareilly on or after 2016).
“Master of Surgery (Obstetrics & Gynaecology)”	MS (OBG) (This shall be a recognized medical qualification when granted by Rohilkhand University, Bareilly, U.P in respect of students being trained at Rohilkhand Medical College & Hospital, Bareilly on or after 2016).
“Doctor of Medicine (Pathology)”	MD (Pathology) (This shall be a recognized medical qualification when granted by Rohilkhand University, Bareilly, U.P in respect of students being trained at Rohilkhand Medical College & Hospital, Bareilly on or after 2015).

“Diploma in Clinical Pathology”	DCP (This shall be a recognized medical qualification when granted by Rohilkhand University, Bareilly, U.P. in respect of students being trained at Rohilkhand Medical College & Hospital, Bareilly on or after 2015).
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- (s) against “NIMS University (Deemed University), Jaipur”, under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
“Doctor of Medicine (Anaesthesia)”	MD (Anaesthesia) (This shall be a recognized medical qualification when granted by NIMS University (Deemed University), Jaipur in respect of students being trained at National Institute of Medical Science & Research, Jaipur on or after 2014).
“Master of Surgery (ENT)”	MS (ENT) (This shall be a recognized medical qualification when granted by NIMS University (Deemed University), Jaipur in respect of students being trained at National Institute of Medical Science & Research, Jaipur on or after 2014).
“Doctor of Medicine (Pathology)”	MD (Pathology) (This shall be a recognized medical qualification when granted by NIMS University (Deemed University), Jaipur in respect of students being trained at National Institute of Medical Science & Research, Jaipur on or after 2014).
“Doctor of Medicine/ Master of surgery (Ophthalmology)”	MD/MS (Ophthalmology) (This shall be a recognized medical qualification when granted by NIMS University (Deemed University), Jaipur in respect of students being trained at National Institute of Medical Science & Research, Jaipur on or after 2014).
“Doctor of Medicine (Social & Preventive Medicine / Community Medicine)”	MD (Social & Preventive Medicine / Community Medicine) (This shall be a recognized medical qualification when granted by NIMS University (Deemed University), Jaipur in respect of students being trained at National Institute of Medical Science & Research, Jaipur on or after 2015).

[No. U-12012/01/2017-ME-I (Pt-2)]

D.V.K. RAO, Under Secy.

नई दिल्ली, 28 मार्च, 2017

का.आ. 1043.—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 11 की उप धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद् से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित, और संशोधन करती है, अर्थात्:-

उक्त प्रथम अनुसूची में 'मान्यताप्राप्त आयुर्विज्ञान अर्हता' शीर्षक के अधीन [जिसे इसके आगे कालम (2) कहा गया है] "केरल स्वास्थ्य स्वास्थ्य विज्ञान विश्वविद्यालय, तृशूर" के सामने अंतिम प्रविष्टि के पश्चात और 'पंजीकरण के लिए संक्षिप्तकरण' [जिसे इसके आगे कालम (3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात्:-

(2)	(3)
बेचलर ऑफ मेडिसिन और बेचलर ऑफ सर्जरी	एम.बी.बी.एस. (यह एक मान्यताप्राप्त आयुर्विज्ञान अर्हता होगी जब यह मालाबार मेडिकल कॉलेज एंड रिसर्च सेंटर कालीकट, कोल्लम, केरल में प्रशिक्षित किए गए छात्रों के संबंध में अप्रैल, 2015 को या बाद में 150 एमबीबीएस छात्र वार्षिक प्रवेश क्षमता के साथ,, केरल स्वास्थ्य विज्ञान विश्वविद्यालय, तृशूर द्वारा प्रदत्त होगी।)

नोट: 1. अद्योस्नातक कोर्स को दी गई ऐसी मान्यता अधिकतम 5 वर्ष के लिए होगी और उसके बाद इसका नवीकरण करवाना होगा।

2. मान्यता के 'नवीकरण' की प्रक्रिया वही होगा जो मान्यता प्रदान करने के लिए लागू होती है।

3. उपरिस्थित उप खंड (क) में यथा-अपेक्षित मान्यता का समय से नवीकरण करवाने में विफल रहने पर, परिणामस्वरूप, निरपवाद रूप से, उक्त संस्थान/मेडिकल कॉलेज में संबंधित एमबीबीएस अद्योस्नातक कोर्स में प्रवेश बंद हो जाएगा।

[फा. सं. यू-12012/79/2015-एमई-I (एफटीएस-137823)]

डी. वी. के. राव, अवर सचिव

New Delhi, the 28th March, 2017

S.O. 1043.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act.

In the said First Schedule after "Kerala University of Health Sciences, Thrissur" and under the heading 'Recognised Medical Qualification' [Hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration'[hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
"Bachelor of Medicine and Bachelor of Surgery"	M.B.B.S. (This shall be a recognised medical qualification when granted by Kerala University of Health Sciences, Thrissur in respect of students being trained at Malabar Medical College & Research Centre, Calicut, Kerala with annual intake of 150 MBBS students on or after April, 2015.)

Note : 1. The recognition so granted to an undergraduate Course for award of MBBS degree shall be for a maximum period of 5 years, upon which it shall have to be renewed.

2. The procedure for 'Renewal' of recognition shall be same as applicable for the award for recognition.

3. Failure to seek timely renewal of recognition as required shall invariably result in stoppage of admissions to the concerned undergraduate Course.

[F. No. U-12012/79/2015-ME-I (FTS.137823)]

D.V.K. RAO, Under Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

(भारतीय मानक ब्यूरो)

नई दिल्ली, 9 फरवरी, 2017

का.आ. 1044.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं:-

अनुसूची

क्र. सं.	लाइसेंस सं.	स्वीकृत करने की तिथि वर्ष/ माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्ष	भा मा सं (भाग/ अनुभाग) : वर्ष
1.	6500012090	20160201	मेसर्स सीटो पम्प्स कंपनी सं.101-D, सुपर ग्रुप ऑफ कंपनीस कम्पाउन्ड, चिन्नावेदमपट्टी, कोयम्बतूर - 641 049	कृषि एवं जल आपूर्ति के लिए साफ और ठंडे पानी के बिजली के मोनोसेट पम्प	IS 9079 : 2002
2.	6500012292	20160201	मेसर्स एस पी एक्वा एस एफ सं. 190/1, 191/2, 191/3, उप्पु तोट्टम, मधापुर गाँव, पल्लडम - 641 664	पैकेजबंद पेय जल (पैकेजबंद मिनरल जल के अलावा)	IS 14543 : 2004
3.	6500012191	20160202	मेसर्स आर आर एग्रो फार्म्स 2/751, नाटुवन तोट्टम, तोट्टमपट्टी पोस्ट, मधापुर, पल्लडम - 641 664	पैकेजबंद पेय जल (पैकेजबंद मिनरल जल के अलावा)	IS 14543 : 2004
4.	6500012393	20160204	मेसर्स श्री कन्दन इंजीनियरिंग सं. 6, 8 ^{वाँ} सड़क, धरनी नगर एक्स्टेंशन, गणपतिपुदुर, गणपति, कोयम्बतूर - 641 006	गहरे कुओं के लिए निम्नजनीय पम्पसेट	IS 14220 : 1994
5.	6500012494	20160208	मेसर्स मेकला ज्वेलर्स दुकान सं. 11, पंचायत कॉम्प्लेक्स,	चाँदी एवं चाँदी मिश्रधातुएं, आभूषण/ शिल्पकारी - शुद्धता एवं	IS 2112 : 2014

			गाँधी पुतले के सामने, गूडलूर – 643 212	मुहरांकन	
6.	6500012595	20160208	मेसर्स अरविन्द इंडस्ट्रीस द. सं. 2, 4, एस एफ सं. 41, 1B, 2B, श्री धनम नगर, वी आई पी गार्डन के सामने, मैलमपट्टी पोस्ट, नीलम्पूर, सुलूर (तालुक) ब्लॉक, कोयम्बतूर – 641 062	पैकेजबंद पेय जल (पैकेजबंद मिनरल जल के अलावा)	IS 14543 : 2004
7.	6500012696	20160212	मेसर्स लौरा पम्प्स 119-A, मुनियप्पन कोइल तोडूम, गणपति पोस्ट, कोयम्बतूर – 641 006	निम्मजनीय पम्पसेट के लिए मोटर	IS 9283 : 2013
8.	6500012797	20160222	मेसर्स महादेव इंडस्ट्रीस द. सं. 503A/366, इंदिरा गाँधी सडक, वी.के. रोड, पीलामेडु, कोयम्बतूर - 641004.	साफ, ठंडे पानी के लिए अपकेंद्रीय पुनरुत्पादक पम्प	IS 8472 : 1998
9.	6500012898	20160223	मेसर्स एशिया इंजीनियरिंग एस एफ सं. 328, कालापट्टी रोड, पीलामेडु, कोयम्बतूर – 641 048.	निम्मजनीय पम्पसेट	IS 8034 : 2002
10.	6500012999	20160229	मेसर्स मेक वेइन सर्विसस प्राईवेट लिमिटेड सं. 143/2A, अन्ना नगर रोड, नीलम्बूर, कोयम्बतूर – 641 062	सामान्य उद्देश्यों के लिए बटरफ्लाई वाल्व	IS 13095: 1991

[सं. सीएमडी/13:11]

टी. कलैवाणन, वैज्ञानिक 'एफ' एवं प्रमुख

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION**(Department of Consumer Affairs)****BUREAU OF INDIAN STANDARDS**

New Delhi, the 9th February, 2017

S.O. 1044.— In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulation 1988, of the Bureau of Indian Standards, hereby notifies the grant of licence particulars of which are given in the following schedule:

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and Address (Factory) of the Party	Title of the Standard	IS No. Part/ Sec. Year
1.	6500012090	20160201	M/s. Ceto Pumps Company No.101-D, Super Group Of Companies Compound, Chinnavedampatty, Coimbatore – 641 049	Electric Monoset Pumps for Clear, Cold Water for Agricultural and Water Supply Purposes	IS 9079 : 2002
2.	6500012292	20160201	M/s. SP Aqua SF No. 190/1, 191/2, 191/3, Uppu Thottam , Madhapur Village Palladam – 641 664	Packaged Drinking Water (other than Packaged Natural Mineral Water)	IS 14543 : 2004
3.	6500012191	20160202	M/s. R R Agro Farms 2/751, Nattuvan Thottam, Thottampatti Post, Madhapur, Palladam – 641 664	Packaged Drinking Water (other than Packaged Natural Mineral Water)	IS 14543 : 2004
4.	6500012393	20160204	M/s. Sri Kandan Engineering No.6, 8 th Street, Dharani Nagar Extension, Ganapathyputhur, Ganapathy, Coimbatore – 641 006	Openwell Submersible Pumpsets	IS 14220 : 1994
5.	6500012494	20160208	M/s. Mekala Jewelers Shop No. 11, Panchayat Complex, Opp. To Gandhi Statue Gudalur – 643 212	Silver and Silver Alloys, Jewellery/ Artefacts - Fineness and Marking	IS 2112 : 2014
6.	6500012595	20160208	M/s. Aravindh Industries D. No. 2, 4, SF No. 41, 1B, 2B, Sree Dhanam Nagar, Opp VIP Garden, Mylampatti Post, Neelampur, Sulur (Tk) Block, Coimbatore – 641 062	Packaged Drinking Water (other than Packaged Natural Mineral Water)	IS 14543 : 2004
7.	6500012696	20160212	M/s. Laura Pumps 119-A, Muniappan Koil Thottam,	Motors for Submersible Pumpsets	IS 9283 : 2013

			Ganapathy(P.O.), Coimbatore – 641 006		
8.	6500012797	20160222	M/s. Mahadev Industries D. No. 503A/366, Indira Gandhi Street, V.K. Road, Peelamedu, Coimbatore- 641004.	Centrifugal Regenerative Pumps for clear, cold water	IS 8472 : 1998
9.	6500012898	20160223	M/s. Asia Engineering SF No. 328, Kalapatti Road, Peelamedu, Coimbatore – 641 048.	Submersible Pumpsets	IS 8034 : 2002
10.	6500012999	20160229	M/s. Mc Wane Services Private Limited No. 143/2A, Anna Nagar Road, Neelambur, Coimbatore – 641 062	Butterfly Valves for General Purposes	IS 13095: 1991

[No. CMD/13:11]

T. KALAIVANAN, Scientist 'F' and Head

नई दिल्ली, 9 फरवरी, 2017

का. आ. 1045.— भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं:-

अनुसूची

क्र. सं.	लाइसेंस सं.	स्वीकृत करने की तिथि वर्ष/ माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्ष	भा मा सं (भाग/ अनुभाग) : वर्ष
1.	6500013092	20160304	मेसर्स कविन डोर्स सं. 35, जी डी मुख्य सड़क, गेट्टिचेयूर, गोबी तालुक - 638110	सामान्य प्रयोजनों के लिए प्लाईवुड	IS 303 : 1989
2.	6500013193	20160304	मेसर्स कविन डोर्स सं. 35, जी डी मुख्य सड़क, गेट्टिचेयूर, गोबी तालुक - 638110	लकड़ी के सपाट दरवाजे के शटर (ठोस कोर प्रकार) – भाग 1 – प्लाईवुड सतहयुक्त पल्ले	IS 2202 : Part 1 : 1999
3.	6500013597	20160329	मेसर्स डी.ए.आर. ज्वेलरी प्राइवेट लिमिटेड	चाँदी एवं चाँदी मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं	IS 2112 : 2014

			392, बिग बज़ार सड़क, कोयम्बतूर - 641001	मुहरांकन	
4.	6500013496	20160329	मेसर्स डी.ए.आर. ज्वेलरी प्राइवेट लिमिटेड दुकान सं.G9, ब्रूकफील्ड एस्टेट, डॉ. कृष्णास्वामी रोड, कोयम्बतूर - 641 009	चाँदी एवं चाँदी मिश्रधातुएं, आभूषण/ शिल्पकारी - शुद्धता एवं मुहरांकन	IS 2112 : 2014
5.	6500013294	20160329	मेसर्स आर-गोल्ड एक्स्चेंज 923-A, गणेश बिल्डिंग, क्रॉस कट रोड, गाँधीपुरम, कोयम्बतूर - 641 012	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी - शुद्धता एवं मुहरांकन	IS 1417 : 1999
6.	6500013395	20160329	मेसर्स आर-गोल्ड मार्ट 924, गणेश बिल्डिंग, क्रॉस कट रोड, गाँधीपुरम, कोयम्बतूर - 641 012	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी - शुद्धता एवं मुहरांकन	IS 1417 : 1999
7.	6500013698	20160329	द रिवेरा पम्प्स इंडिया प्राइवेट लिमिटेड एस एफ सं. 184/1C, कन्नमपालयम गाँव, पल्लडम - 641402	कृषि एवं जल आपूर्ति के लिए साफ और ठंडे पानी के बिजली के मोनोसेट पम्प	IS 9079 : 2002
8.	6500013799	20160330	मेसर्स श्री अमुदम एक्वा फार्म्स एस एफ सं. 104/1, कामराज नगर, मुरियान्डमपालयम, अविनाशि तालुक एवं ब्लॉक, तिरुप्पुर-641655.	पैकेजबंद पेय जल (पैकेजबंद मिनरल जल के अलावा)	IS 14543 : 2004
9.	6500013803	20160331	मेसर्स ए आर के ज्वेलर्स एम आर ज्वेल कॉम्प्लेक्स, 138, करुप्पा गौन्डर सड़क, पहला माला, कोयम्बतूर-641001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी - शुद्धता एवं मुहरांकन	IS 1417 : 1999

10.	6500013904	20160331	मेसर्स ए आर के ज्वेलर्स एम आर ज्वेल कॉम्प्लेक्स, 138, करुप्पा गौन्डर सडक, पहला माला, कोयम्बतूर-641001	चाँदी एवं चाँदी मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 2112 : 2014
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[सं. सीएमडी/13:11]

टी. कलैवाणन, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 9th February, 2017

S.O. 1045.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulation 1988, of the Bureau of Indian Standards, hereby notifies the grant of licence particulars of which are given in the following schedule:

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and Address (Factory) of the Party	Title of the Standard	IS No. Part/ Sec. Year
1.	6500013092	20160304	M/s. Kavin Doors, No. 35, G D Main Road, Getticheyur Gobi Tk - 638110	Plywood for General Purposes	IS 303 : 1989
2.	6500013193	20160304	M/s. Kavin Doors, No. 35, G D Main Road, Getticheyur, Gobi Tk - 638110	Wooden Flush Door Shutters (Solid Core Type): Part 1- Plywood Face Panels	IS 2202 : Part 1 : 1999
3.	6500013597	20160329	M/s. D.A.R Jewellery Private Limited 392, Big Bazaar Street, Coimbatore - 641001	Silver and Silver Alloys, Jewellery/ Artefacts - Fineness and Marking	IS 2112 : 2014
4.	6500013496	20160329	M/s. D.A.R Jewellery Private Limited Shop No.G9, Brookefield Estate, Dr. Krishnaswamy Road, Coimbatore – 641 009	Silver and Silver Alloys, Jewellery/ Artefacts - Fineness and Marking	IS 2112 : 2014
5.	6500013294	20160329	M/s. R-Gold Exchange 923-A, Ganesh Building, Cross Cut Road, Gandhipuram, Coimbatore – 641 012	Gold and Gold Alloys, Jewellery/ Artefacts - Fineness and Marking	IS 1417 : 1999
6.	6500013395	20160329	M/s. R-Gold Mart 924, Ganesh Building, Cross Cut Road,	Gold and Gold Alloys, Jewellery/ Artefacts - Fineness and Marking	IS 1417 : 1999

			Gandhipuram, Coimbatore -641012		
7.	6500013698	20160329	The Riveraa Pumps India Private Limited , SF No. 184/1C, Kannampalayam Village, Palladam - 641402	Electric Monoset Pumps for Clear, Cold Water for Agricultural and Water Supply Purposes	IS 9079 : 2002
8.	6500013799	20160330	M/s. Sri Amudham Aqua Farms SF No 104/1, Kamaraj Nagar, Muriyandampalayam, Avinashi Tk & Block, Tirupur-641655.	Packaged Drinking Water (other than Packaged Natural Mineral Water)	IS 14543 : 2004
9.	6500013803	20160331	M/s. ARK Jewellers M.R.Jewell Complex, 138,Karuppa Gounder Street, 1st Floor, Coimbatore-641001	Gold and Gold Alloys, Jewellery/ Artefacts - Fineness and Marking	IS 1417 : 1999
10.	6500013904	20160331	M/s. ARK Jewellers M.R.Jewell Complex, 138,Karuppa Gounder Street, 1st Floor, Coimbatore-641001	Silver and Silver Alloys, Jewellery/ Artefacts - Fineness and Marking	IS 2112 : 2014

[No. CMD/13:11]

T. KALAIVANAN, Scientist 'F' and Head

नई दिल्ली, 9 फरवरी, 2017

का.आ. 1046.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं:-

अनुसूची

क्र. सं.	लाइसेंस सं	स्वीकृत करने की तिथि वर्ष/ माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्ष	भा मा सं (भाग/ अनुभाग) : वर्ष
1.	6500014094	20160408	मेसर्स प्रिन्स गोल्ड एण्ड डायमण्ड्स इंडिया प्राइवेट लिमिटेड "गायत्री विलिंग", पुराना सं. 220 A, नया सं. 149 A, डॉ राजेन्द्रा प्रसाद रोड, कोयम्बतूर - 641 012	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 1999

2.	6500014195	20160408	द एल. पा. एम. इंडस्ट्रीस 80, नवा इंडिया रोड, के. आर. पुरम, कोयम्बतूर - 641 006	अपकेंद्रीय जेट पम्प	IS 12225 : 1997
3.	6500014296	20160421	मेसर्स पी एस जी होल्डिंग्स इन्क 44, पश्चिम सडक, करुक्कम पालयम, ऊन्जलूर पोस्ट - 638152	पैकेजबंद पेय जल (पैकेजबंद मिनरल जल के अलावा)	IS 14543 : 2004
4.	6500014603	20160422	मेसर्स प्रिया वाटर सप्लाय 1/490 C, प्रिया कॉम्प्लेक्स, डाकखाने के पास, नीलम्बूर, कोयम्बतूर - 641 062	पैकेजबंद पेय जल (पैकेजबंद मिनरल जल के अलावा)	IS 14543 : 2004
5.	6500014599	20160422	मेसर्स ए के ए एक्का फार्म्स 127-E, चिन्तामणि तोट्टम, चिन्तामणि पुदुर पोस्ट, सुलूर ब्लॉक, कोयम्बतूर - 641103	पैकेजबंद पेय जल (पैकेजबंद मिनरल जल के अलावा)	IS 14543 : 2004
6.	6500014397	20160422	मेसर्स एक्का फॉर्स वाटर पम्प 63, चिन्तामणि नगर, आवारमपालयम, कोयम्बतूर - 641006	साफ, ठंडे पानी के लिए अपकेंद्रीय पुनरुत्पादक पम्प	IS 8472 : 1998
7.	6500014498	20160422	मेसर्स वीगा इंजीनियरिंग कंपनी 6, शोभा नगर 2, आवारमपालयम, कोयम्बतूर - 641006	साफ, ठंडे पानी के लिए अपकेंद्रीय पुनरुत्पादक पम्प	IS 8472 : 1998

[सं. सी एम डी/3: 11]

टी. कलैवाणन, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 9th February, 2017

S.O. 1046.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulation 1988, of the Bureau of Indian Standards, hereby notifies the grant of licence particulars of which are given in the following schedule:

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and Address (Factory) of the Party	Title of the Standard	IS No. Part/ Sec. Year
1.	6500014094	20160408	M/s. Prince Gold And Diamonds India Private Limited "Gayathri Building",	Gold and Gold Alloys, Jewellery/ Artefacts - Fineness and Marking	IS 1417 : 1999

			Old No. 220 A, New No. 149 A, Dr. Rajendra Prasad Road,, Coimbatore 641 012		
2.	6500014195	20160408	The El. P. Em. Industries 80, Nava India Road, K. R. Puram, Coimbatore – 641 006	Centrifugal Jet Pump	IS 12225 : 1997
3.	6500014296	20160421	M/s. PSG Holdings Inc 44, West Street, Karukkam Palayam, Unjalur Post - 638152	Packaged Drinking Water (other than Packaged Natural Mineral Water)	IS 14543 : 2004
4.	6500014603	20160422	M/s. Priya Water Supply 1/490 C, Priya Complex, Near Post Office , Neelambur, Coimbatore - 641 062	Packaged Drinking Water (other than Packaged Natural Mineral Water)	IS 14543 : 2004
5.	6500014599	20160422	M/s. AKA Aqua Farms 127-E, Chinthamani Thottam, Chinthamani Pudur Post, Sulur Block, Coimbatore - 641103	Packaged Drinking Water (other than Packaged Natural Mineral Water)	IS 14543 : 2004
6.	6500014397	20160422	M/s. Aqua Force Water Pump 63, Chinthamani Nagar, Avarampalayam, Coimbatore - 641006	Centrifugal Regenerative Pumps for clear, cold water	IS 8472 : 1998
7.	6500014498	20160422	M/s. Vega Engineering Company 6, Shoba Nagar 2, Avarampalayam, Coimbatore - 641006	Centrifugal Regenerative Pumps for clear, cold water	IS 8472 : 1998

[No. CMD/13:11]

T. KALAIVANAN, Scientist 'F' and Head

नई दिल्ली, 9 फरवरी, 2017

का.आ. 1047.— भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :

अनुसूची

क्र. सं.	लाइसेंस सं	स्वीकृत करने की तिथि वर्ष/ माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्ष	भा मा सं (भाग/ अनुभाग) : वर्ष
1.	6500014704	20160502	मेसर्स सी पी एस प्रॉम्प्ट इंडस्ट्रीस द. सं. 1/167-7, रंगा नगर,	गहरे कुओं के लिए निम्नजनीय पम्पसेट	IS 14220 : 1994

			नीलम्बूर गाँव, सुलूर तालुक, मुदलिपालयम, अरसूर पोस्ट, कोयम्बतूर - 641407		
2.	6500014805	20160503	मेसर्स श्री कृष्णा इंजीनियरिंग 26A, धनलक्ष्मी नगर एक्स्टेंशन, मसक्कालीपालयम, उप्पिलिपालयम पोस्ट, कोयम्बतूर - 641 015	निम्नजनीय पम्पसेट	IS 8034 : 2002
3.	6500014906	20160504	मेसर्स गजानन्दा ज्वेलरी मार्ट इंडिया प्राइवेट लिमिटेड श्री कुमरन तंगामालिगै, 555-557, ओप्पनाकारा सडक, कोयम्बतूर - 641001	चाँदी एवं चाँदी मिश्रधातुएं, आभूषण/ शिल्पकारी - शुद्धता एवं मुहरांकन	IS 2112 : 2014
4.	6500015096	20160505	मेसर्स श्री कुमरन तंगा मालिगै (द के टी एम ज्वेलरी लिमिटेड का यूनिट) 636, ओप्पनाकारा सडक, कोयम्बतूर - - 641001	चाँदी एवं चाँदी मिश्रधातुएं, आभूषण/ शिल्पकारी - शुद्धता एवं मुहरांकन	IS 2112 : 2014
5.	6500015197	20160519	मेसर्स स्पेइस टेक्स्टाइल्स प्राइवेट लिमिटेड 180-180 A, श्री कुमरन तंगा मालिगै, 9वाँ सडक, गाँधीपुरम, कोयम्बतूर - 641012	चाँदी एवं चाँदी मिश्रधातुएं, आभूषण/ शिल्पकारी - शुद्धता एवं मुहरांकन	IS 2112 : 2014
6.	6500015298	20160523	मेसर्स प्रिन्स गोल्ड एण्ड डायमण्ड्स इंडिया प्राइवेट लिमिटेड "गायत्री बिल्डिंग", पुराना सं. 220 A, नया सं. 149 A, डॉ राजेन्द्रा प्रसाद रोड, कोयम्बतूर - 641 012	चाँदी एवं चाँदी मिश्रधातुएं, आभूषण/ शिल्पकारी - शुद्धता एवं मुहरांकन	IS 2112 : 2014

[सं. सी एम डी/13: 11]

टी. कलैवाणन, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, 9th February, 2017

S.O. 1047.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulation 1988, of the Bureau of Indian Standards, hereby notifies the grant of licence particulars of which are given in the following schedule :

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and Address (Factory) of the Party	Title of the Standard	IS No. Part/ Sec. Year
1.	6500014704	20160502	M/s. C.P.S. Prompt Industries D.No. 1/167-7, Ranga Nagar Neelambur Village, Sulur Taluk, Mudhalipalayam, Arasur Post, Coimbatore-641407	Openwell Submersible Pumpsets	IS 14220 : 1994
2.	6500014805	20160503	M/s. Sri Krishnaa Engineering 26A, Dhanalakshmi Nagar Extn., Masakkalipalayam, Uppilipalayam Post, Coimbatore-641015	Submersible Pumpsets	IS 8034 : 2002
3.	6500014906	20160504	M/s. Gajaananda Jewellery Mart India Private Limited Sree Kumaran Thangamalgai, 555-557, Oppanakara Street, Coimbatore-641001	Silver And Silver Alloys, Jewellery/Artefacts-Fineness and marking	IS 2112 : 2014
4.	6500015096	20160505	M/s. Sree Kumaran Thanga Maligai (Unit of the KTM Jewellery Limited) 636, Oppanakara Street, Coimbatore-641 001	Silver and Silver Alloys, Jewellery/Artefacts-Fineness and Marking	IS 2112 : 2014
5.	6500015197	20160519	M/s. Space Textiles Pvt. Ltd. 180-180 A, Sree Kumaran Thanga maligai 9 th Street, Gandhipuram, Coimbatore-641012	Silver and Silver Alloys, Jewellery/Artefacts – Fineness and marking	IS 2112 : 2014
6.	6500015298	20160523	M/s. Prince Gold and Diamonds India Private Limited “Gayathri Building”. New No. 149 A, Dr. Rajendra Prasad Road, Coimbatore-641012	Silver and Silver Alloys, Jewellery/Artefacts-Fineness and Marking	IS 2112 : 2014

[No. CMD/13:11]

T. KALAIVANAN, Scientist 'F' and Head

नई दिल्ली, 9 फरवरी, 2017

का.आ. 1048.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं:-

अनुसूची

क्र. सं.	लाइसेंस सं	स्वीकृत करने की तिथि वर्ष/ माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्ष	भा मा सं (भाग/ अनुभाग) : वर्ष
1.	6500015399	20160602	मेसर्स कुमरन एक्वा इंडस्ट्री 321-E, मुल्लापरम्पु, 46-पुदुर, नादागौन्डमपालयम पोस्ट, ईरोड - 638115	पैकेजबंद पेय जल (पैकेजबंद मिनरल जल के अलावा)	IS 14543 : 2004

2.	6500015504	20160608	मेसर्स ग्रीनटेक इंडस्ट्रीस 45, इलन्गो नगर, शोभा नगर रोड, वारमपालयम, कोयम्बतूर - 641006	निम्नजनीय पम्पसेट	IS 8034 : 2002
3.	6500015403	20160608	मेसर्स श्री संगीता ज्वेलरी द. सं. 55, मुतूर रोड, वेल्लाकोविल - 638 111	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी - शुद्धता एवं मुहरांकन	IS 1417 : 1999
4.	6500015605	20160608	मेसर्स श्री संगीता ज्वेलरी द. सं. 55, मुतूर रोड, वेल्लाकोविल - 638 111	चाँदी एवं चाँदी मिश्रधातुएं, आभूषण/ शिल्पकारी - शुद्धता एवं मुहरांकन	IS 2112 : 2014
5.	6500015706	20160608	मेसर्स श्री सप्तगिरी पॉलिमर्स प्लॉट सं. J19 & J20, सिपकोट, पेरुन्दुरै - 638052	बोर/ नलकूपों के लिए अनम्यकृत पी वी सी जली और आवरक पाइप	IS 12818 : 2010
6.	6500015807	20160621	मेसर्स कुमरन ज्वेलरी 246, जवाहर मुख्य सडक, पी. पुलियमपट्टी, सत्यामंगलम - 638459	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी - शुद्धता एवं मुहरांकन	IS 1417 : 1999
7.	6500015908	20160622	मेसर्स कुमरन ज्वेलरी 246, जवाहर मुख्य सडक, पी. पुलियमपट्टी, सत्यामंगलम - 638459	चाँदी एवं चाँदी मिश्रधातुएं, आभूषण/ शिल्पकारी - शुद्धता एवं मुहरांकन	IS 2112 : 2014
8.	6500016098	20160624	मेसर्स गैलेक्सी इंजीनियरिंग कंपनी एस एफ सं. 316/1, मुत्तुसामी नगर, गणेश ले आउट पूर्व, स्टेनमोर कम्पाउन्ड, गणपति, कोयम्बतूर - 641 006	निम्नजनीय पम्पसेट	IS 8034 : 2002
9.	6500016199	20160630	मेसर्स किरलोस्कर ब्रदर्स लिमिटेड एस एफ 324/1, मोपरेपालयम रोड, तट्टमपुदुर, कनियूर गाँव, करुमत्तमपट्टी पोस्ट, कोयम्बतूर - 641 659	साफ, ठंडे पानी के लिए अपकेंद्रीय पुनरुत्पादक पम्प	IS 8472 : 1998

[सं. सी एम डी/13: 11]

टी. कलैवाणन, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 9th February, 2017

S.O. 1048.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification)

Regulation 1988, of the Bureau of Indian Standards, hereby notifies the grant of licence particulars of which are given in the following schedule:

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and Address (Factory) of the Party	Title of the Standard	IS No. Part/ Sec. Year
1.	6500015399	20160602	M/s. Kummaran Aqua Industry 321-E, Mullaparappu, 46-Pudur, Nathagoundampalayam Post, Erode - 638115	Packaged Drinking Water (other than Packaged Natural Mineral Water)	IS 14543 : 2004
2.	6500015504	20160608	M/s. Greentech Industries 45, Elango Nagar, Shoba Nagar Road, Avarampalayam, Coimbatore - 641006	Submersible Pumpsets	IS 8034 : 2002
3.	6500015403	20160608	M/s. Sri Sangeetha Jewellery D. No. 55, Muthur Road, Vellakovil - 638 111	Gold And Gold Alloys, Jewellery/ Artefacts - Fineness And Marking	IS 1417 : 1999
4.	6500015605	20160608	M/s. Sri Sangeetha Jewellery D. No. 55, Muthur Road, Vellakovil- 638 111	Silver And Silver Alloys, Jewellery/ Artefacts - Fineness And Marking	IS 2112 : 2014
5.	6500015706	20160608	M/s. Sri Sathagiri Polymers Plot No J19 & J20, SIPCOT, Perundurai - 638052	UPVC Screen and Casing Pipes for bore/ tubewell	IS 12818 : 2010
6.	6500015807	20160621	M/s. Kumaran Jewellery 246, Jawahar Main Road, P. Puliampatti, Sathyamangalam - 638459	Gold And Gold Alloys, Jewellery/ Artefacts - Fineness And Marking	IS 1417 : 1999
7.	6500015908	20160622	M/s. Kumaran Jewellery 246, Jawahar Main Road, P. Puliampatti, Sathyamangalam - 638459	Silver And Silver Alloys, Jewellery/ Artefacts - Fineness And Marking	IS 2112 : 2014
8.	6500016098	20160624	M/s. Galaxy Engineerinn Co. SF No. 316/1, Muthusamy Nagar, Ganesh Lay Out North, Stanmore Compound, Ganapathy, Coimbatore - 641 006	Submersible Pumpsets	IS 8034 : 2002
9.	6500016199	20160630	M/s. Kirloskar Brothers Limited, SF 324/1, Moperipalayam Road, Thattamputhur, Kanniyur Village Karumathampatti Post, Coimbatore - 641 659	Centrifugal Regenerative Pumps for clear, cold water	IS 8472 : 1998

[No. CMD/13:11]

T. KALAIVANAN, Scientist 'F' & Head

नई दिल्ली, 9 फरवरी, 2017

का.आ. 1049.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं:-

अनुसूची

क्र. सं.	लाइसेंस सं	स्वीकृत करने की तिथि वर्ष/ माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्ष	भा मा सं (भाग/ अनुभाग) : वर्ष
1.	6500016203	20160706	मेसर्स देकसक्ते पॉली ब्रेडिंग वायर द. सं. 12, कोवै इंडस्ट्रियल पार्क, कोविलपालयम पोस्ट, कोयम्बतूर - 641 107	निम्नजन मोटरों के वाइंडिंग तार- भाग 4- अलग अलग तारों कि विशिष्टि - अनुभाग 3- पोलीयस्टर और पोलीप्रोपीलीन सोधित वाइंडिंग तार	IS 8783 (Part 4/ Sec 3): 1995
2.	6500016304	20160708	मेसर्स अल्फाटेक मैनुफेक्चरर्स एस एफ सं. 51/4, चेट्टियाक्कापालयम पोस्ट, नेगमम के रास्ते, किनतुकडवु, कोयम्बतूर - 642120	पोर्टलेन्ड पॉज़्जोलाना सिमेंट- भाग 1- फ्लाईएश मिला हुआ	IS 1489 (Part 1) : 1991
3.	6500016506	20160718	मेसर्स स्वामी ज्वेलर्स 242, वासन्ता रोड, धारापुरम - 638656	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी - शुद्धता एवं मुहरांकन	IS 1417 : 1999
4.	6500016405	20160718	मेसर्स वी-गार्ड इंडस्ट्रीस लिमिटेड एलक्ट्रो मेकनिकल वर्क्स 2/113E, कारयम पालयम रोड, मैलमपट्टी पोस्ट, कोयम्बतूर - 641062	साफ, ठंडे पानी के लिए अपकेंद्रीय पुनरुत्पादक पम्प	IS 8472 : 1998
5.	6500016607	20160719	मेसर्स गजानन्दा ज्वेलरी मार्ट इंडिया प्राईवेट लिमिटेड श्री कुमरन तंगा मालिगै	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी - शुद्धता एवं मुहरांकन	IS 1417 : 1999

			दरवाजा सं. 83, पलनी मुख्य सडक, उडुमलपेट - 642126		
6.	6500016708	20160719	मेसर्स गजानन्दा ज्वेलरी मार्ट इंडिया प्राइवेट लिमिटेड श्री कुमरन तंगा मालिगै दरवाजा सं. 335, मुख्य सडक, सिटी यूनियन बैंक के पास, भवानी - 638301	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी - शुद्धता एवं मुहरांकन	IS 1417 : 1999
7.	6500016910	20160719	मेसर्स गजानन्दा ज्वेलरी मार्ट इंडिया प्राइवेट लिमिटेड श्री कुमरन तंगा मालिगै दरवाजा सं. 83, पलनी मुख्य सडक, उडुमलपेट - 642126	चाँदी एवं चाँदी मिश्रधातुएं, आभूषण/ शिल्पकारी - शुद्धता एवं मुहरांकन	IS 2112 : 2014
8.	6500016809	20160719	मेसर्स गजानन्दा ज्वेलरी मार्ट इंडिया प्राइवेट लिमिटेड श्री कुमरन तंगा मालिगै दरवाजा सं. 335, मुख्य सडक, सिटी यूनियन बैंक के पास, भवानी - 638301	चाँदी एवं चाँदी मिश्रधातुएं, आभूषण/ शिल्पकारी - शुद्धता एवं मुहरांकन	IS 2112 : 2014

[सं. सी एम डी/13: 11]

टी. कलैवाणन, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 9th February, 2017

S.O. 1049.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulation 1988, of the Bureau of Indian Standards, hereby notifies the grant of licence particulars of which are given in the following schedule:

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and Address (Factory) of the Party	Title of the Standard	IS No. Part/ Sec. Year
1.	6500016203	20160706	M/s. Daksakthe Poly Wrapping Wire D. No. 12, Covai Industrial Park, Kovil Palayam Post, Coimbatore - 641 107	Winding Wires for Submersible Motors – Part 4: Specification for Individual Wires- Section 3: Polyester and Polypropylene Insulated Wires	IS 8783 (Part 4/ Sec 3): 1995
2.	6500016304	20160708	M/s. Alphatech Manufacturers SF No. 51/4, Chettiyakkapalayam Post, Negamam Via, Kinathukadavu, Coimbatore - 642120	Portland Pozzolana Cement- Part 1 – Flyash Based	IS 1489 (Part 1) : 1991
3.	6500016506	20160718	M/s. Swamy Jewellers 242, Vasantha Road, Dharapuram - 638656	Gold And Gold Alloys, Jewellery/ Artefacts - Fineness And Marking	IS 1417 : 1999
4.	6500016405	20160718	M/s. V Guard Industries Ltd. Electro Mechanical Works 2/113E, Karayam Palayam Road, Mylampatti Post, Coimbatore - 641062	Centrifugal Regenerative Pumps for clear, cold water	IS 8472 : 1998
5.	6500016607	20160719	M/s. Gajaananda Jewellery Mart India Private Limited Sree Kumaran Thangamaligai, Door No. 83, Palani Main Road, Udumalpet - 642126	Gold And Gold Alloys, Jewellery/ Artefacts - Fineness And Marking	IS 1417 : 1999
6.	6500016708	20160719	M/s. Gajaananda Jewellery Mart India Private Limited Sree Kumaran Thangamaligai, Door No. 335, Main Road, Near City Union Bank, Bhavani - 638301	Gold And Gold Alloys, Jewellery/ Artefacts - Fineness And Marking	IS 1417 : 1999
7.	6500016910	20160719	M/s. Gajaananda Jewellery Mart India Private Limited Sree Kumaran Thangamaligai, Door No. 83, Palani Main Road, Udumalpet - 642126	Silver And Silver Alloys, Jewellery/ Artefacts - Fineness And Marking	IS 2112 : 2014

8.	6500016809	20160719	M/s. Gajaananda Jewellery Mart India Private Limited Sree Kumaran Thangamaligai, Door No. 335, Main Road, Near City Union Bank, Bhavani - 638301	Silver And Silver Alloys, Jewellery/ Artefacts - Fineness And Marking	IS 2112 : 2014
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[No. CMD/13:11]

T. KALAIVANAN, Scientist 'F' & Head

नई दिल्ली, 9 फरवरी, 2017

का.आ. 1050.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं:-

अनुसूची

क्र. सं.	लाइसेंस सं.	स्वीकृत करने की तिथि वर्ष/ माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्ष	भा मा सं (भाग/ अनुभाग) : वर्ष
1.	6500017104	20160804	मेसर्स श्री अरुणाचला इंडस्ट्रीस 2/2, काटूर सडक, कालापट्टी, कोयम्बतूर - 641 048	निम्नजनीय पम्पसेट	IS 8034 : 2002
2.	6500017003	20160804	मेसर्स श्री अरुणाचला इंडस्ट्रीस 2/2, काटूर सडक, कालापट्टी, कोयम्बतूर - 641 048	गहरे कुओं के लिए निम्नजनीय पम्पसेट	IS 14220 : 1994
3.	6500017205	20160805	मेसर्स कृषटेक्स एस एफ 255, नालुक्कल तोट्टम, राक्काची गार्डन के पीछे, मणियाकरम पालयम, गणपति, कोयम्बतूर - 641 006	निम्नजनीय पम्पसेट	IS 8034 : 2002
4.	6500017407	20160810	मेसर्स निर्मल पम्प्स प्राइवेट लिमिटेड	साफ, ठंडे पानी के लिए अपकेंद्रीय पुनरुत्पादक पम्प	IS 8472 : 1998

			एस एफ सं. 434, 6वाँ क्रॉस, विलन्कुरिची रोड, तन्नीर पन्दल के पास, पीलमेडु, कोयम्बतूर – 641 004		
5.	6500017306	20160810	मेसर्स हैट्रोमेक्स इंडस्ट्रीस एस एफ सं. 372/2, जोती नगर, 5वाँ सडक, कोयम्बतूर – 641 015	गहरे कुओं के लिए निम्नजनीय पम्पसेट	IS 14220 : 1994
6.	6500017609	20160812	मेसर्स शरत ज्वेलरी 1049, बीग बडार सडक, कोयम्बतूर – 641 001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 1999
7.	6500017508	20160812	मेसर्स एक्का एक्सेल 53 4B पी एन पालयम रोड, वरदाराजा ले औट I, गणपति, कोयम्बतूर – 641 006	तप्त एवं अतप्त पेयजल वितरण व्यवस्था के लिए क्लोरीनकृत पॉलीविनाइल क्लोराइड (सी पी बी सी) पाइप	IS 15778 : 2007
8.	6500017710	20160818	मेसर्स शरत ज्वेलरी 1049, बीग बडार सडक, कोयम्बतूर – 641 001	चाँदी एवं चाँदी मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 2112 : 2014
9.	6500017811	20160830	मेसर्स एस के बी इंडस्ट्रीस सं. 334/2, 14A, राजागोपाल ले औट, इलनो नगर, पी.एन. पालयम ब्लॉक, पीलमेडु, कोयम्बतूर – 641 004	गहरे कुओं के लिए निम्नजनीय पम्पसेट	IS 14220 : 1994

[सं. सी एम डी/13: 11]

टी. कलैवाणन, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 9th February, 2017

S.O. 1050.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulation 1988, of the Bureau of Indian Standards, hereby notifies the grant of licence particulars of which are given in the following schedule:

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and Address (Factory) of the Party	Title of the Standard	IS No. Part/ Sec. Year
1.	6500017104	20160804	M/s. Sree Arunachala Industries 2/2,Kattoor Street, Kalapatty Coimbatore – 641 048	Submersible Pumpsets	IS 8034 : 2002
2.	6500017003	20160804	M/s. Sree Arunachala Industries 2/2,Kattoor Street, Kalapatty Coimbatore – 641 048	Openwell Submersible Pumpsets	IS 14220 : 1994
3.	6500017205	20160805	M/s. Krishtex SF 255, Naalukaal Thottam, Behind Rakkachi Garden, Maniyakaram Palayam, Ganapathy, Coimbatore – 641 006	Submersible Pumpsets	IS 8034 : 2002
4.	6500017407	20160810	M/s. Nirmal Pumps Private Limited SF No. 434, 6 th Cross, Vilankurichi Road, Near Thanneerpandal, Peelamedu, Coimbatore – 641 004	Centrifugal Regenerative Pumps for clear, cold water	IS 8472 : 1998
5.	6500017306	20160810	M/s. Hydromax Industries SF No. 372/2, Jothi Nagar, 5th Street Coimbatore – 641 015	Openwell Submersible Pumpsets	IS 14220 : 1994
6.	6500017609	20160812	M/s. Sarath Jewelry 1049, Big Bazaar Street, Coimbatore – 641 001	Gold and Gold Alloys, Jewellery/ Artefacts - Fineness and Marking	IS 1417 : 1999
7.	6500017508	20160812	M/s. Aqua Excel 53 4B P N Palayam Road, Varatharaja Layout I, Ganapathy, Coimbatore – 641 006	Chlorinated PVC Pipes for Potable Hot and Cold Water Distribution Supplies	IS 15778 : 2007
8.	6500017710	20160818	M/s. Sarath Jewelry 1049, Big Bazaar Street, Coimbatore – 641 001	Silver and Silver Alloys, Jewellery/ Artefacts - Fineness and Marking	IS 2112 : 2014
9.	6500017811	20160830	M/s. S. K. B Industries No. 334/2,14A, Rajagopal Layout, Elango Nagar, P.N.Palayam Block, Peelamedu, Coimbatore – 641 004	Openwell Submersible Pumpsets	IS 14220 : 1994

[No. CMD/13:11]

T. KALAIVANAN, Scientist 'F' & Head

नई दिल्ली, 9 फरवरी, 2017

का.आ. 1051.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं:-

अनुसूची

क्र. सं.	लाइसेंस सं.	स्वीकृत करने की तिथि वर्ष/ माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्ष	भा मा सं (भाग/ अनुभाग) : वर्ष
1.	6500017912	20160906	मेसर्स मुहुर्ता ज्वेल्स पैलेस 6/32, कामराजर सडक, महालिंगपुरम, पोल्लाची -642002	चाँदी एवं चाँदी मिश्रधातुएं, आभूषण/ शिल्पकारी - शुद्धता एवं मुहरांकन	IS 2112 : 2014
2.	6500018005	20160906	मेसर्स गिश्चु पम्प्स मैलमपट्टी रोड, कारयमपालयम, कोयम्बतूर -641062,	साफ, ठंडे पानी के लिए अपकेंद्रीय पुनरुत्पादक पम्प	IS 8472 : 1998
3.	6500018106	20160909	द हिंदुस्तान इंजीनियरिंग इंडस्ट्रीस 359, नन्जुन्दापुरम रोड, श्रीपती नगर के पास, को यम्बतूर -641036	गहरे कुओं के लिए निम्नजनीय पम्पसेट	IS 14220 : 1994
4.	6500018207	20160912	मेसर्स वाटरटेक (इंडिया) प्रायवेट लिमिटेड यूनिट II पाडुवमपल्ली गाँव, वगारयमपालयम पोस्ट, सुलूर तालुक, कोयम्बतूर -641659	सवातायन एवं वर्षा जल संग्रहण के तंत्र सहित भवनों के अंदर एवं बाहर की मिट्टी तथा अपशिष्ट निरावशन तंत्र के लिए अनम्यकृत पॉलीविनाइल क्लोराइड (पी वी सी - य) पाइप	IS 13592 : 2013
5.	6500018308	20160912	मेसर्स वाटरटेक (इंडिया) प्रायवेट लिमिटेड यूनिट II पाडुवमपल्ली गाँव, वगारयमपालयम पोस्ट, सुलूर तालुक, कोयम्बतूर -641659	इमारतों के भीतर एवं बाहर संवातन और वर्षा के पानी के साथ मल एवं अपशिष्ट विसर्जन के लिए अनम्यकृत पॉलीविनाइल क्लोराइड (यू पी वी सी) अन्तः क्षेपण संचकित फिटिंग्स	IS 14735 : 1999
6.	6500018805	20160914	मेसर्स एमराल्ड ज्वेलरी रीटेइल लिमिटेड सं. 24, ढाली रोड,	चाँदी एवं चाँदी मिश्रधातुएं, आभूषण/ शिल्पकारी - शुद्धता एवं मुहरांकन	IS 2112 : 2014

			उडुमलपेट -641126		
7.	6500018409	20160914	मेसर्स एमराल्ड ज्वेलरी रीटेइल लिमिटेड 34, बज़ार सडक, पोल्लाची -642001	चाँदी एवं चाँदी मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 2112 : 2014
8.	6500018510	20160914	मेसर्स एमराल्ड ज्वेलरी रीटेइल लिमिटेड 85, आर के वी रोड, ईरोड -638001	चाँदी एवं चाँदी मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 2112 : 2014
9.	6500018611	20160914	मेसर्स एमराल्ड ज्वेलरी रीटेइल लिमिटेड नया सं. 284-287, पुराना सं.9/91, क्रॉस कट रोड, गाँधीपुरम, कोयम्बतूर -641012	चाँदी एवं चाँदी मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 2112 : 2014
10.	6500018712	20160914	मेसर्स एमराल्ड ज्वेलरी रीटेइल लिमिटेड 231/1, तिरुवेंकटासामी रोड (पूर्व), आर. एस. पुरम, कोयम्बतूर - 641002	चाँदी एवं चाँदी मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 2112 : 2014
11.	6500019007	20160920	मेसर्स ग्रीनटेक इंडस्ट्रीस 45, इलन्गो नगर, शोभा नगर रोड, आवारमपालयम, कोयम्बतूर - 641006	गहरे कुओं के लिए निम्नजनीय पम्पसेट	IS 14220 : 1994
12.	6500018906	20160920	मेसर्स एस आर एल वी इंजीनियरिंग 37 /11E1, जयसिम्हापुरम, केसी स्कूल के पास, पी.एन. पालयम, कोयम्बतूर- 641037	साफ, ठंडे पानी के लिए अपकेन्द्रीय पुनरुत्पादक पम्प	IS 8472 : 1998
13.	6500019108	20160921	मेसर्स रक्षा होसस एसएफ सं. 4/2, अन्नूर रोड, पोन्नान्दमपालयम,	द्रवित पेट्रोलियम गैस (एलपीजी) के लिए रबड़ होज़	IS 9573 : 2012

			कणियूर, सुलूर तालुक, कायेम्बत्तूर- 641659		
14.	6500019209	20160922	मेमर्स एम जे पी एंटरप्रायसेस प्रायवेट लिमिटेड सं. 4/52-A, एन.जी.आर. सड़क, कालापट्टी, कोयम्बत्तूर - 641048	अपकेन्द्रीय जेट पम्प	IS 12225 : 1997
15.	6500019310	20160923	मेमर्स एस के एक्वा 285/2A1, पेरुमपाल्लम बस स्टोप के पास, चिन्नापालम पोस्ट, नेरिन्जिपेट्टे, ईरोड- 638311	पैकेजबंद पेय जल (पैकेजबंद मिनरल जल के अलावा)	IS 14543 : 2004
16.	6500019411	20160927	मेसर्स हल्दी हैटेक इंजीनियरिंग सं. 611/2, द. सं. 10B, दीपा मिल रोड, वेल्ला विनायगर तोडूम, गोल्डविन्स, कोयम्बत्तूर-641014	अपकेन्द्रीय जेट पम्प	IS 12225 : 1997

[सं. सी एम डी/13: 11]

टी. कलैवाणन, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 9th February, 2017

S.O. 1051.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulation 1988, of the Bureau of Indian Standards, hereby notifies the grant of licence particulars of which are given in the following schedule:

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and Address (Factory) of the Party	Title of the Standard	IS No. Part/ Sec. Year
1.	6500017912	20160906	M/s. Muhurtha Jewels Palace 6/32, Kamarajar Street, Mahalinga Puram, Pollachi-642002	Silver and Silver Alloys, Jewellery/ Artefacts - Fineness and Marking	IS 2112 : 2014
2.	6500018005	20160906	M/s. Gishnu Pumps Mylampatti Road, Karayampalayam Coimbatore-641062,	Centrifugal Regenerative Pumps for clear, cold water	IS 8472 : 1998
3.	6500018106	20160909	The Hindusthan	Openwell Submersible Pumpsets	IS 14220 : 1994

			Engineering Industries 359-Nanjundapuram Road, Near Sripathy Nagar , Coimbatore-641036		
4.	6500018207	20160912	M/s. Watertec (India) Private Limited-Unit.II Paduvampalli Village, Vagarayampalayam Post, Sulur Taluk, Coimbatore-641659	UPVC pipes for soil and waste discharge systems inside buildings including ventilation and rainwater system	IS 13592 : 2013
5.	6500018308	20160912	M/s. Watertec (India) Private Limited-Unit.II Paduvampalli Village, Vagarayampalayam Post, Sulur Taluk, Coimbatore-641659	Unplasticized Polyvinyl Chloride (UPVC) Injection Moulded Fittings for Soil and Waste Discharge System for Inside and Outside Buildings Including Ventilation and Rain Water System	IS 14735 : 1999
6.	6500018805	20160914	M/s. Emerald Jewellery Retail Limited No. 24, Dhali Road, Udumalpet-641126	Silver and Silver Alloys, Jewellery/ Artefacts - Fineness and Marking	IS 2112 : 2014
7.	6500018409	20160914	M/s. Emerald Jewellery Retail Limited 34, Bazaar Street,, Pollachi-642001	Silver and Silver Alloys, Jewellery/ Artefacts - Fineness and Marking	IS 2112 : 2014
8.	6500018510	20160914	M/s. Emerald Jewellery Retail Limited 85, RKV Road, Erode -638001	Silver and Silver Alloys, Jewellery/ Artefacts - Fineness and Marking	IS 2112 : 2014
9.	6500018611	20160914	M/s. Emerald Jewellery Retail Ltd New No. 284-287,Old No.9/91, Cross Cut Road, Gandhipuram, Coimbatore-641012	Silver and Silver Alloys, Jewellery/ Artefacts - Fineness and Marking	IS 2112 : 2014
10.	6500018712	20160914	M/s. Emerald Jewellery Retail Ltd. 231/1, Thiruvengkatasamy Road (East), R.S. Puram, Coimbatore - 641002	Silver and Silver Alloys, Jewellery/ Artefacts - Fineness and Marking	IS 2112 : 2014
11.	6500019007	20160920	M/s. Greentech Industries 45, Elango Nagar, Shoba Nagar Road, Avarampalayam, Coimbatore-641006	Openwell Submersible Pumpsets	IS 14220 : 1994
12.	6500018906	20160920	M/s. SRLV Engineering 37/11E1, Jayasimha Puram,	Centrifugal Regenerative Pumps for clear, cold water	IS 8472 : 1998

			Near KCC School, P.N.Palayam, Coimbatore -641037		
13.	6500019108	20160921	M/s. Raksha Hoses SF No.4/2, Annur Road, Ponnandampalayam, Kaniyur, Sulur Taluk, Coimbatore-641659	Rubber Hose for Liquefied Petroleum Gas (LPG)	IS 9573 : 2012
14.	6500019209	20160922	M/s. M J P Enterprises Private Limited No.4/52-A, N.G.R. Street, Kalapatti, Coimbatore -641048	Centrifugal Jet Pumps	IS 12225 : 1997
15.	6500019310	20160923	M/s. SK Aquaa 285/2A1, Near Perumpallam Bus Stop, Chinnapallam Post, Nerinjipettai, Erode-638311	Packaged Drinking Water (other than Packaged Natural Mineral Water)	IS 14543 : 2004
16.	6500019411	20160927	M/s. Haladi Hitech Engineering, No.611/2, D.No.10B, Deepa Mill Road, Vella Vinayagar Thottam, Goldwins, Coimbatore -641014	Centrifugal Jet Pumps	IS 12225 : 1997

[No. CMD/13:11]

T. KALAIVANAN, Scientist 'F' & Head

नई दिल्ली, 9 फरवरी, 2017

का.आ. 1052.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं:-

अनुसूची

क्र. सं.	लाइसेंस सं	स्वीकृत करने की तिथि वर्ष/ माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्ष	भा मा सं (भाग/ अनुभाग) : वर्ष
1.	6500019512	20161005	मेसर्स अत्रै इंजीनियरिंग कंपनी सं. 2, (पुराना सं. 6), 6 ^{वाँ} सडक, के. के. नगर, गणपति, कोयम्बतूर - 641 006	निम्नजनीय पम्पसेट	IS 8034 : 2002
2.	6500019706	20161005	मेसर्स श्री नायकी इंडस्ट्रीस सं.506 ^{वाँ} सडक, लक्ष्मीपुरम, पीलमेडु, कोयम्बतूर - 641 004	गहरे कुओं के लिए निम्नजनीय पम्पसेट	IS 14220 : 1994

3.	6500019807	20161010	मेसर्स कोन्फिडेन्स पेट्रोलियम इंडिया लिमिटेड एस एफ सं. 39, 40, अरसमपालयम गाँव, पोल्लाची तालुक, कोयम्बतूर - 642 109	अल्प दाब एवं दावणोय गैसों के लिए 5 लिटर से अधिक जल क्षमता वाले वेल्डित अल्प कार्बन इस्पात के सिलिंडर - उपयोग किए गए एल पी जी सिलिंडरों के पुनर्नवीयन एवं निरीक्षण को अपेक्षाय	IS 13258 : 2014
4.	6500019908	20161019	मेसर्स महेन्द्रा पम्पस प्रायवेट लिमिटेड यूनिट-2 28, अम्मन कुलम रोड, पी. एन. पालयम, कोयम्बतूर - 641 037	अपकेंद्रीय जेट पम्प	IS 12225 : 1997
5.	6500020089	20161025	मेसर्स एम के एंटरप्रायसेस 177/ 2B1C, पेरुर से वेदापट्टी रोड, वेदापट्टी गाँव, कोयम्बतूर - 641 010	पैकेजबंद पेय जल (पैकेजबंद मिनरल जल के अलावा)	IS 14543 : 2004
6.	6500020291	20161028	मेसर्स स्टेन्डर्ड इंजीनियरिंग इंडस्ट्रीस एस एफ सं.88/86, इलनो नगर, के.आर. पुरम, आवारमपालयम, कोयम्बतूर - 641 006	साफ, ठंडे पानी के लिए अपकेंद्रीय पुनरुत्पादक पम्प	IS 8472 : 1998
7.	6500020190	20161028	मेसर्स स्टेन्डर्ड इंजीनियरिंग इंडस्ट्रीस एस एफ सं.88/86, इलनो नगर, के.आर. पुरम, आवारमपालयम, कोयम्बतूर - 641 006	गहरे कुओं के लिए निम्नजनीय पम्पसेट	IS 14220 : 1994

[सं. सी एम डी/13: 11]

टी. कलैवाणन, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 9th February, 2017

S.O. 1052.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulation 1988, of the Bureau of Indian Standards, hereby notifies the grant of licence particulars of which are given in the following schedule:

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and Address (Factory) of the Party	Title of the Standard	IS No. Part/ Sec. Year
1.	6500019512	20161005	M/s. Annai Engineering Company No. 2, (Old No. 6), 6 th Street,	Submersible Pumpsets	IS 8034 : 2002

			K.K. Nagar, Ganapathy, Coimbatore – 641 006		
2.	6500019706	20161005	M/s. Sree Nayaki Industries No.50, 6 th Street, Lakshmipuram, Peelamedu, Coimbatore – 641 004	Openwell Submersible Pumpsets	IS 14220 : 1994
3.	6500019807	20161010	M/s. Confidence Petroleum India Limited SF No 39, 40, Arasampalayam Village, Pollachi Taluk, Coimbatore – 642 109	Welded Low Carbon Steel Cylinders Exceeding 5 Litre Water Capacity For Low Pressure Liquefiable Gas - Code Of Practice For Inspection And Reconditioning Of Used LPG Cylinders	IS 13258 : 2014
4.	6500019908	20161019	M/s. Mahendra Pumps Private Limited Unit-2 28, Amman Kulam Road, P.N. Palayam, Coimbatore – 641 037	Centrifugal Jet Pumps	IS 12225 : 1997
5.	6500020089	20161025	M/s. M K Enterprises 177/ 2B1C, Perur To Vedappatti Road, Vedapatti Village, Coimbatore – 641 010	Packaged Drinking Water (other than Packaged Natural Mineral Water)	IS 14543 : 2004
6.	6500020291	20161028	M/s. Standard Engineering Industries SF No.88/86, Elango Nagar, K R Puram, Avarampalayam, Coimbatore – 641 006	Centrifugal Regenerative Pumps for clear, cold water	IS 8472 : 1998
7.	6500020190	20161028	M/s. Standard Engineering Industries SF No.88/86, Elango Nagar, K R Puram, Avarampalayam, Coimbatore – 641 006	Openwell Submersible Pumpsets	IS 14220 : 1994

[No. CMD/13:11]

T. KALAIVANAN, Scientist 'F' & Head

नई दिल्ली, 9 फरवरी, 2017

का.आ. 1053.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं:-

अनुसूची

क्र. सं.	लाइसेंस सं	स्वीकृत करने की तिथि वर्ष/ माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्ष	भा मा सं (भाग/ अनुभाग) : वर्ष
1.	6500020493	20161103	मेसर्स मीको पम्प्स इंडस्ट्रीस 44-B, दक्षिण सडक सं. 2, आवारमपालयम, कोयम्बतूर - 641 006	साफ, ठंडे पानी के लिए अपकेंद्रीय पुनरुत्पादक पम्प	IS 8472 : 1998
2.	6500020392	20161103	मेसर्स प्रीमियर पी वी सी इंडस्ट्री 107 D, त्रिची रोड, पुलिस स्टेशन के सामने, पल्लडम, तिरुप्पुर - 641 664	विद्युत प्रतिष्ठापन के लिए वाहिका- भाग 3- सख्त एवं सादा विद्युत अवरोधी वाहिका	IS 9537 (Part 3): 1983
3.	6500020594	20161124	मेसर्स श्रीराम इंजीनियर्स एस एफ सं. 445/2B, वेल्ललोर रोड, सिंगन्नालूर, कोयम्बतूर - 641 005	गहरे कुओं के लिए निम्नजनीय पम्पसेट	IS 14220 : 1994
4.	6500020998	20161125	मेसर्स बी टी एम एक्वा एस एफ सं. 400/2, रिंग रोड, आर.एस. पूर्व, कूलीपालयम, वाविपालयम पोस्ट, पेरुमनल्लीर, तिरुप्पुर - 641 666	पैकेजबंद पेय जल (पैकेजबंद मिनरल जल के अलावा)	IS 14543 : 2004
5.	6500020695	20161125	मेसर्स पुगल वाटर सप्लायर्स एस एफ सं. 600/3, द. सं. 193(4), भारती नगर, अम्मापालयम, अनुप्परपालयम पोस्ट, तिरुप्पुर - 641 652	पैकेजबंद पेय जल (पैकेजबंद मिनरल जल के अलावा)	IS 14543 : 2004
6.	6500020796	20161125	मेसर्स मार्लब्रो इंजीनियरिंग वर्क्स 613, दीपा टेक्स्टाइल रोड, गोल्डविन्स,	निम्नजनीय पम्पसेट	IS 8034 : 2002

			सिविल ऐरॉड्रोम पोस्ट, कोयम्बतूर – 641 014		
7.	6500020897	20161125	मेसर्स मार्लब्रो इंजीनियरिंग वर्क्स 613, दीपा टेक्स्टाइल रोड, गोल्डविन्स, सिविल ऐरॉड्रोम पोस्ट, कोयम्बतूर – 641 014	गहरे कुओं के लिए निम्नजनीय पम्पसेट	IS 14220 : 1994

[सं. सी एम डी/13: 11]

टी. कलैवाणन, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 9th February, 2017

S.O. 1053.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulation 1988, of the Bureau of Indian Standards, hereby notifies the grant of licence particulars of which are given in the following schedule:

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and Address (Factory) of the Party	Title of the Standard	IS No. Part/ Sec. Year
1.	6500020493	20161103	M/s. Meco Pumps Industries 44-B, South Street No.2 Avarampalayam, Coimbatore – 641 006	Centrifugal Regenerative Pumps for clear, cold water	IS 8472 : 1998
2.	6500020392	20161103	M/s. Premier PVC Industry 107 D, Trichy Road, Opposite Police Station, Palladam, Tiruppur – 641 664	Conduits for electrical installations: Part 3: Rigid plain conduits of insulating materials	IS 9537 (Part 3): 1983
3.	6500020594	20161124	M/s. Sreeram Engineers SF No.445/2B, Vellalore Road, Singanallur, Coimbatore- 641 005	Openwell Submersible Pumpsets	IS 14220 : 1994
4.	6500020998	20161125	M/s. VTM Aqua SF No.400/2, Ring Road, R.S.North, Koolipalayam, Vavipalayam Post, Perumanallur, Tiruppur – 641 666	Packaged Drinking Water (other than Packaged Natural Mineral Water)	IS 14543 : 2004
5.	6500020695	20161125	M/s. Pugal Water Suppliers SF No 600/3, D.No.193(4), Bharathi Nagar, Ammapalayam, Anuparpalayam Post, Tiruppur – 641 652	Packaged Drinking Water (other than Packaged Natural Mineral Water)	IS 14543 : 2004

6.	6500020796	20161125	M/s. Marlboro Engineering Works 613, Deepa Textile Road, Goldwins, Civil Aerodrome Post, Coimbatore – 641 014	Submersible Pumpsets	IS 8034 : 2002
7.	6500020897	20161125	M/s. Marlboro Engineering Works 613, Deepa Textile Road, Goldwins, Civil Aerodrome Post, Coimbatore – 641 014	Openwell Submersible Pumpsets	IS 14220 : 1994

[No. CMD/13:11]

T. KALAIVANAN, Scientist 'F' & Head

नई दिल्ली, 9 फरवरी, 2017

का.आ. 1054.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं:-

अनुसूची

क्र. सं.	लाइसेंस सं	स्वीकृत करने की तिथि वर्ष/ माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्ष	भा मा सं (भाग/ अनुभाग) : वर्ष
1.	6500021192	20161201	मेसर्स निर्मल पम्प्स प्रायवेट लिमिटेड एस एफ सं. 434, 6 ^{वां} क्रॉस, विलन्कुरिची रोड, तन्नीर पन्दल के पास, कोयम्बतूर - 641004	साफ और ठंडे पानी के लिए क्षैतिज अपकेंद्री पम्प – भाग 1- कृषि एवं जल आपूर्ति के लिए	IS 6595 (Part 1): 2002
2.	6500021293	20161202	मेसर्स रीवा एक्का 284/1, कामराजर सालै, अत्ताणी पोस्ट, भवानी तालुक, ईरोड - 638502	पैकेजबंद पेय जल (पैकेजबंद मिनरल जल के अलावा)	IS 14543 : 2004
3.	6500021394	20161215	मेसर्स हिंदुस्तान हेवी इलक्ट्रिकल्स प्रायवेट लिमिटेड 66, आवारमपालयम रोड, के.आर. पुरम, कोयम्बतूर - 641006	बाह्य रंग तल इम्मर्सड वितरण ट्रान्सफोर्मर तक 100 kVA, 11 kV: भाग 1- बिना मुहर प्रकार के	IS 1180 (Part 1): 2014

4.	6500021495	20161219	मेसर्स आदिविनायकर वायर्स प्रायवेट लिमिटेड 1254, अविनाशि रोड, पीलमेडु, कोयम्बतूर - 641001	1100 वोल्ट तक कार्यकारी वोल्टता के लिए पी वी सी रोधित केबल	IS 694 : 2010
5.	6500021596	20161221	मेसर्स बिल्डन स्टील इंडिया लिमिटेड एस एफ सं. 220/1,2,3, चिन्ना कण्णूर, कण्णूर, चेयूर, अविनाशि तालुक, कोयम्बतूर - 641655	कंक्रीट प्रबलन के लिए उच्च सामर्थ्य विकसित इस्पात छड़ और तार	IS 1786 : 2008
6.	6500021899	20161222	मेसर्स ट्रेन्डी इंजीनियरिंग कंपनी 134, शार्प नगर, सिट्टा रोड, कालापट्टी, कोयम्बतूर - 64104	साफ, ठंडे पानी के लिए अपकेंद्रीय पुनरुत्पादक पम्प	IS 8472 : 1998
7.	6500021798	20161222	मेसर्स वाहिनी इंजीनियरिंग No. 36, रेणुका गार्डन, करुपरायन पालयम, मैलमपट्टी पोस्ट, कोयम्बतूर - 641062	कृषि एवं जल आपूर्ति के लिए साफ और ठंडे पानी के बिजली के मोनोसेट पम्प	IS 9079 : 2002
8.	6500021697	20161222	मेसर्स वाहिनी इंजीनियरिंग No. 36, रेणुका गार्डन, करुपरायन पालयम, मैलमपट्टी पोस्ट, कोयम्बतूर - 641062	गहरे कुओं के लिए निम्नजनीय पम्पसेट	IS 14220 : 1994

[सं. सी एम डी/13 : 11]

टी. कलैवाणन, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 9th February, 20-17

S.O. 1054.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulation 1988, of the Bureau of Indian Standards, hereby notifies the grant of licence particulars of which are given in the following schedule:

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and Address (Factory) of the Party	Title of the Standard	IS No. Part/ Sec. Year
1.	6500021192	20161201	M/s. Nirmal Pumps Private Limited SF No. 434, 6 TH Cross, Vilankuruchi Road,	Centrifugal Pumps for clear, cold water- Part 1- Agricultural and Rural Water Supply purpose	IS 6595 (Part 1): 2002

			Near Thanneer Pandhal, Coimbatore - 641004		
2.	6500021293	20161202	M/s. Reva Aqua 284/1, Kamarajar Salai, Athani Post, Bhavani Tk, Erode - 638502	Packaged Drinking Water (other than Packaged Natural Mineral Water)	IS 14543 : 2004
3.	6500021394	20161215	M/s. Hindusthan Heavy Electricals Private Limited 66, Avarampalayam Road, K R Puram, Coimbatore - 641006	Outdoor type three-phase distribution transformers up to and including 100 kVA 11 kV:Part 1 Non-sealed type	IS 1180 (Part 1): 2014
4.	6500021495	20161219	M/s. Athivinayakar Wires Pvt.Ltd. 1254, Avanashi Road, Peelamedu, Coimbatore - 641001	PVC Insulated cables for working voltages upto and including 1100 V	IS 694 : 2010
5.	6500021596	20161221	M/s. Bildon Steel India Limited SF No. 220/1,2,3. Chinna Kannur, Kanur, Cheyur, Avinashi Tk Coimbatore - 641655	High Strength Deformed Steel Bars and Wires for concrete reinforcement	IS 1786 : 2008
6.	6500021899	20161222	M/s. Trendy Engineering Company 134, Sharp Nagar, Sitra Road, Kalapatti, Coimbatore - 64104	Centrifugal Regenerative Pumps for clear, cold water	IS 8472 : 1998
7.	6500021798	20161222	M/s. Vahinie Engineering No. 36, Renuka Garden, Karuparayan Palayam , Mylampatti Post, Coimbatore - 641062	Electric Monoset Pumps for clear, cold water for agricultural and water supply purposes	IS 9079 : 2002
8.	6500021697	20161222	M/s. Vahinie Engineering No. 36, Renuka Garden, Karuparayan Palayam , Mylampatti Post, Coimbatore - 641062	Openwell Submersible Pumpsets	IS 14220 : 1994

[No. CMD/13:11]

T. KALAIVANAN, Scientist 'F' & Head

नई दिल्ली, 9 फरवरी, 2017

का.आ. 1055.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं:-

अनुसूची

क्र. सं.	लाइसेंस सं	स्वीकृत करने की तिथि वर्ष/ माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्ष	भा मा सं (भाग/ अनुभाग) : वर्ष
1.	6500021903	20170104	मेसर्स एस के एस एक्सेसरीस यूनिट II शेड सं. 5, सिडको इंडस्ट्रियल एस्टेट, मलुमिचमपट्टी, कोयम्बतूर -641021	साफ, ठंडे पानी के लिए अपकेंद्रीय पुनरुत्पादक पम्प	IS 8472 : 1998
2.	6500022093	20170105	मेसर्स सिबिराजा नगै मालिगै 252, मुख्य सड़क, कान्गोयम-638701	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी - शुद्धता एवं मुहरांकन	IS 1417 : 2016
3.	6500022598	20170123	मेसर्स एस पी एस ट्रांसफॉर्मर्स स. सं. 192/2A, 192/2B1, 192/3B1, एस एन एम वी कॉलेज रोड, मलुमिचमपट्टी, कोयम्बतूर -641050	बाह्य रंग तल इम्मर्सड वितरण ट्रांसफॉर्मर तक 100 kVA, 11 kV: भाग 1- बिना मुहर प्रकार के	IS 1180 : Part 1 : 2014
4.	6500022699	20170123	मेसर्स श्री रंगासामी गौन्डर ज्वेलरी 281/173, 416/682, मुख्य सड़क, नम्बियूर-638458	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी - शुद्धता एवं मुहरांकन	IS 1417 : 2016
5.	6500022396	20170123	मेसर्स दुर्गा ट्रांसफॉर्मर्स प्राईवेट लिमिटेड 70 A & B, एच ई एम रोड, के आर पुरम, कोयम्बतूर -641006	बाह्य रंग तल इम्मर्सड वितरण ट्रांसफॉर्मर तक 100 kVA, 11 kV: भाग 1- बिना मुहर प्रकार के	IS 1180 : Part 1 : 2014

6.	6500022497	20170123	मेसर्स एलट्रो मेक इंडस्ट्रीस 68, एच ई एम रोड, के आर पुरम, कोयम्बतूर - 641006	बाह्य रंग तल इम्मर्सिबल वितरण ट्रांसफोर्मर तक 100 kVA, 11 kV: भाग 1- बिना मुहर प्रकार के	IS 1180 : Part 1 : 2014
7.	6500022194	20170123	मेसर्स हिंदुस्तान ट्रांसफोर्मर्स इंडिया प्राइवेट लिमिटेड 72, एच ई एम रोड, के आर पुरम, कोयम्बतूर - 641006	बाह्य रंग तल इम्मर्सिबल वितरण ट्रांसफोर्मर तक 100 kVA, 11 kV: भाग 1- बिना मुहर प्रकार के	IS 1180 : Part 1 : 2014
8.	6500022295	20170123	मेसर्स इंडस्ट्रियल हीटर्स एण्ड ट्रांसफोर्मर्स 69/1, एच ई एम रोड, के आर पुरम, कोयम्बतूर - 641006	बाह्य रंग तल इम्मर्सिबल वितरण ट्रांसफोर्मर तक 100 kVA, 11 kV: भाग 1- बिना मुहर प्रकार के	IS 1180 : Part 1 : 2014
9.	6500022703	20170124	मेसर्स महेन्द्रा पम्प्स प्राइवेट लिमिटेड यूनिट II 28, अम्मन कुलम रोड, कोयम्बतूर - 641037	गहरे कुओं के लिए निम्नजनीय पम्पसेट	IS 14220 : 1994
10.	6500022804	20170125	मेसर्स सुभिक्षा पम्प्स इंडस्ट्री 6, पेरियार नगर, गोविन्दानायकन पालयम, कोयम्बतूर - 641110	साफ, ठंडे पानी के लिए अपकेंद्रीय पुनरुत्पादक पम्प	IS 8472 : 1998
11.	6500022905	20170127	मेसर्स विविन इंडस्ट्रीस 69/2, एच ई एम रोड, के आर पुरम, कोयम्बतूर - 641006	बाह्य रंग तल इम्मर्सिबल वितरण ट्रांसफोर्मर तक 100 kVA, 11 kV: भाग 1- बिना मुहर प्रकार के	IS 1180 : Part 1 : 2014
12.	6500023095	20170130	मेसर्स एम्पटेक पवर ट्रांसफोर्मर्स 8/42, अतिपालयम रोड, चिन्नावेदमपट्टी, कोयम्बतूर - 641049	बाह्य रंग तल इम्मर्सिबल वितरण ट्रांसफोर्मर तक 100 kVA, 11 kV: भाग 1- बिना मुहर प्रकार के	IS 1180 : Part 1 : 2014
13.	6500023196	20170131	मेसर्स जपान टेक्नोलॉजिस इन्क सं. 3/197, पिल्लयार	साफ, ठंडे पानी के लिए अपकेंद्रीय पुनरुत्पादक पम्प	IS 8472 : 1998

			कोइल सड़क पूर्व, वेंकिटापुरम, कोयम्बतूर - 641062		
14.	6500023297	20170131	मेसर्स एस पी मणि एण्ड मोहन डयरी इंडिया प्राइवेट लिमिटेड सं 34 एवं 84, जीवनन्तम सडक, कोल्लमपालयम, ईरोड - 638002	मलाईरहित दूध पाऊडर - भाग 1 - सामान्य ग्रेड	IS 13334 (Part 1) : 2014

[सं. सी एम डी/13 : 11]

टी. कलैवाणन, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 9th February, 2017

S.O. 1055.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulation 1988, of the Bureau of Indian Standards, hereby notifies the grant of licence particulars of which are given in the following schedule:

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and Address (Factory) of the Party	Title of the Standard	IS No. Part/ Sec. Year
1.	6500021903	20170104	M/s. S.K.S Accessories Unit II Shed No. 5, SIDCO Industrial Estate, Malumichampatti, Coimbatore-641021	Centrifugal Regenerative Pumps for clear, cold water	IS 8472 : 1998
2.	6500022093	20170105	M/s. Sibiraja Nagai Maligai, 252, Main Road, Kangayam-638701	Gold and Gold Alloys, Jewellery/ Aertefacts-Fineness and Marking	IS 1417 : 2016
3.	6500022598	20170123	M/s. SPS Transformers Private Limited S No. 192/2A, 192/2B1, 192/3B1, SNMV College Road, Malumichampatty, Coimbatore-641050	Outdoor type three-phase distribution transformers up to and including 100 kVA 11 kV:Part 1 Non-sealed type	IS 1180 : Part 1 : 2014
4.	6500022699	20170123	M/s. Sri Rangasamy Gounder Jewellery 281/173, 416/682, Main Road,, Nambiyur-638458	Gold and Gold Alloys, Jewellery/ Artefacts - Fineness and Marking	IS 1417 : 2016
5.	6500022396	20170123	M/s. Durga Transformers Pvt. Ltd. 70 A & B, H E M Road, K R Puram, Coimbatore -641006	Outdoor type three-phase distribution transformers up to and including 100 kVA 11 kV:Part 1 Non-sealed type	IS 1180 : Part 1 : 2014
6.	6500022497	20170123	M/s. Electro Meck Industries 68, H E M Road, K R Puram , Coimbatore-641006	Outdoor type three-phase distribution transformers up to and including 100 kVA 11 kV:Part 1 Non-sealed type	IS 1180 : Part 1 : 2014

7.	6500022194	20170123	M/s. Hindusthan Transformers India Pvt.Ltd 72, H E M Road, K R Puram, Coimbatore-641006	Outdoor type three-phase distribution transformers up to and including 100 kVA 11 kV:Part 1 Non-sealed type	IS 1180 : Part 1 : 2014
8.	6500022295	20170123	M/s. Industrial Heaters And Transformers 69/1, H E M Road, K R Puram, Coimbatore-641006	Outdoor type three-phase distribution transformers up to and including 100 kVA 11 kV:Part 1 Non-sealed type	IS 1180 : Part 1 : 2014
9.	6500022703	20170124	M/s. Mahendra Pumps Private Limited Unit-II 28, Amman Kulam Road, Coimbatore -641037	Openwell Submersible Pumpsets	IS 14220 : 1994
10.	6500022804	20170125	M/s. Subhiksha Pumps Industry 6,Periyar Nagar, Govindanaicken Palayam, Coimbatore-641110	Centrifugal Regenerative Pumps for clear, cold water	IS 8472 : 1998
11.	6500022905	20170127	M/s. Vivin Industries 69/2, H.E.M Road, K R Puram, Coimbatore-641006	Outdoor type three-phase distribution transformers up to and including 100 kVA 11 kV:Part 1 Non-sealed type	IS 1180 : Part 1 : 2014
12.	6500023095	20170130	M/s. Amptech Power Transformers 8/42 Athipalayam Road, Chinnavedampatty, Coimbatore-641049	Outdoor type three-phase distribution transformers up to and including 100 kVA 11 kV:Part 1 Non-sealed type	IS 1180 : Part 1 : 2014
13.	6500023196	20170131	M/s. Japan Technologies Inc No. 3/197, Pillayar Koil Street East, Venkitapuram, Coimbatore-641062	Centrifugal Regenerative Pumps for clear, cold water	IS 8472 : 1998
14.	6500023297	20170131	M/s. S P Mani And Mohan Dairy India Private Limited No 34 & 84, Jeevanantham Street, Kollampalayam, Erode-638002	Skimmed Milk Powder – Part 1 – Standard Grade	IS 13334 (Part 1) : 2014

[No. CMD/13:11]

T. KALAIVANAN, Scientist 'F' and Head

नई दिल्ली, 9 फरवरी, 2017

का.आ. 1056.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियमन 5 के उपविनियमन (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शाई गई तारीख से रद्द/स्थगित कर दिया गया है:—

अनुसूची

क्र. सं.	लाइसेंस सं सी एम/ एल-	लाइसेंसधारी का नाम व पता	स्थगित किए गए/ रद्द किए गए लाइसेंस के अंतर्गत वस्तु/ प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द होने की तिथि
फरवरी 2016 - शून्य				

[सं. सी एम डी/13 : 13]

टी. कलैवाणन, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 9th February, 2017

S.O. 1056.—In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988, of the Bureau of Indian Standards, hereby notifies that the licence particulars of which are given below have been cancelled/ suspended with effect from the date indicated against each:

SCHEDULE

Sl. No.	Licence No. CM/L-	Name & Address of the Licensee	Article/ Process with relevant Indian Standard covered by the licence cancelled/ suspension	Date of Cancellation
FEBRUARY 2016 – NIL				

[No. CMD/13 : 13]

T. KALAIVANAN, Scientist 'F' & Head

नई दिल्ली, 9 फरवरी, 2017

का.आ. 1057.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियमन 5 के उपविनियमन (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शाई गई तारीख से रद्द/ स्थगित कर दिया गया है:—

अनुसूची

क्र. सं.	लाइसेंस सं सी एम/ एल-	लाइसेंसधारी का नाम व पता	स्थगित किए गए/ रद्द किए गए लाइसेंस के अंतर्गत वस्तु/ प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द होने की तिथि
मार्च 2016 - शून्य				

[सं. सी एम डी/13 : 13]

टी. कलैवाणन, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 9th February, 2017

S.O. 1057.—In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988, of the Bureau of Indian Standards, hereby notifies that the licence particulars of which are given below have been cancelled/ suspended with effect from the date indicated against each:

SCHEDULE

Sl. No.	Licence No. CM/L-	Name & Address of the Licensee	Article/ Process with relevant Indian Standard covered by the licence cancelled/ suspension	Date of Cancellation
MARCH 2016 – NIL				

[No. CMD/13 : 13]

T. KALAIVANAN, Scientist 'F' & Head

नई दिल्ली, 9 फरवरी, 2017

का.आ. 1058.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियमन 5 के उपविनियमन (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शाई गई तारीख से रद्द/ स्थगित कर दिया गया है:-

अनुसूची

क्र. सं.	लाइसेंस सं. सी एम/ एल-	लाइसेंसधारी का नाम व पता	स्थगित किए गए/ रद्द किए गए लाइसेंस के अंतर्गत वस्तु/ प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द होने की तिथि
अप्रैल 2016 - शून्य				

[सं. सी एम डी/13 : 13]

टी. कलैवानन, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 9th February, 2017

S.O. 1058.—In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies that the licence particulars of which are given below have been cancelled/ suspended with effect from the date indicated against each:

SCHEDULE

Sl. No.	Licence No. CM/L-	Name & Address of the Licensee	Article/ Process with relevant Indian Standard covered by the licence cancelled/ suspension	Date of Cancellation
APRIL 2016 – NIL				

[No. CMD/13 : 13]

T. KALAIVANAN, Scientist 'F' & Head

नई दिल्ली, 9 फरवरी, 2017

का.आ. 1059.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियमन 5 के उपविनियमन (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शाई गई तारीख से रद्द/ स्थगित कर दिया गया है:-

अनुसूची

क्र. सं.	लाइसेंस सं सी एम/ एल-	लाइसेंसधारी का नाम व पता	स्थगित किए गए/ रद्द किए गए लाइसेंस के अंतर्गत वस्तु/ प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द होने की तिथि
मई 2016 - शून्य				

[सं. सी एम डी/13 : 13]

टी. कलैवाणन, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 9th February, 2017

S.O. 1059.—In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies that the licence particulars of which are given below have been cancelled/ suspended with effect from the date indicated against each:

SCHEDULE

Sl. No.	Licence No. CM/L-	Name & Address of the Licensee	Article/ Process with relevant Indian Standard covered by the licence cancelled/ suspension	Date of Cancellation
MAY 2016 – NIL				

[No. CMD/13 : 13]

T. KALAIVANAN, Scientist 'F' & Head

नई दिल्ली, 9 फरवरी, 2017

का.आ. 1060.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियमन 5 के उपविनियमन (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शाई गई तारीख से रद्द/ स्थगित कर दिया गया है:-

अनुसूची

क्र. सं.	लाइसेंस सं सी एम/ एल-	लाइसेंसधारी का नाम व पता	स्थगित किए गए/ रद्द किए गए लाइसेंस के अंतर्गत वस्तु/ प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द होने की तिथि
1.	6500010692	मेसर्स आनन्द एक्वा प्रोडक्ट एस एफ सं 422/1, आनन्द वेय ब्रिज के पीछे, भवानी ब्लॉक, तोट्टीपालटम, भवानी तालुक, ईरोड -638312	पैकेजबंद पेय जला (पैकेजबंद) (मिनरल जल के अलावा) आईएस 14543: 2004	29-06-2016

[सं. सी एम डी/13 : 13]

टी. कलैवाणन, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 9th February, 2017

S.O. 1060.— In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies that the licence particulars of which are given below have been cancelled/ suspended with effect from the date indicated against each:

SCHEDULE

Sl. No.	Licence No. CM/L-	Name & Address of the Licensee	Article/ Process with relevant Indian Standard covered by the licence cancelled/ suspension	Date of Cancellation
1.	6500010692	M/s. Anand Aqua Product SF No 422/1, Anand Weigh Bridge Backside, Bhavani Block, Thottipalayam, Bhavani Taluk, Erode-638312	Packaged Drinking Water (other than Packaged Natural Mineral Water) IS 14543: 2004	29-06-2016

[No. CMD/13 : 13]

T. KALAIVANAN, Scientist 'F' & Head

नई दिल्ली, 9 फरवरी, 2017

का.आ. 1061.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियमन 5 के उपविनियमन (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शाई गई तारीख से रद्द/ स्थगित कर दिया गया है:-

अनुसूची

क्र. सं.	लाइसेंस सं. सी एम/ एल-	लाइसेंसधारी का नाम व पता	स्थगित किए गए/ रद्द किए गए लाइसेंस के अंतर्गत वस्तु/ प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द होने की तिथि
जुलाई 2016 - शून्य				

[सं. सी एम डी/13 : 13]

टी. कलैवानन, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 9th February, 2017

S.O. 1061.—In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies that the licence particulars of which are given below have been cancelled/ suspended with effect from the date indicated against each:

SCHEDULE

Sl. No.	Licence No. CM/L-	Name & Address of the Licensee	Article/ Process with relevant Indian Standard covered by the licence cancelled/ suspension	Date of Cancellation
JULY 2016 – NIL				

[No. CMD/13 : 13]

T. KALAIVANAN, Scientist 'F' & Head

नई दिल्ली, 9 फरवरी, 2017

का.आ. 1062.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियमन 5 के उपविनियमन (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शाई गई तारीख से रद्द/ स्थगित कर दिया गया है:-

अनुसूची

क्र. सं.	लाइसेंस सं. सी एम/ एल-	लाइसेंसधारी का नाम व पता	स्थगित किए गए/ रद्द किए गए लाइसेंस के अंतर्गत वस्तु/ प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द होने की तिथि
1.	6781488	मेसर्स हरिकृष्णा ज्वेलरी 34, ईश्वरन कोइल सडक, तिरुप्पुर - 641604	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी - शुद्धता एवं मुहरांकन आईएस 1417: 1999	19-08-2016

[सं. सी एम डी/13 : 13]

टी. कलैवानन, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 9th February, 2017

S.O. 1062.— In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies that the licence particulars of which are given below have been cancelled/ suspended with effect from the date indicated against each:

SCHEDULE

Sl. No.	Licence No. CM/L-	Name & Address of the Licensee	Article/ Process with relevant Indian Standard covered by the licence cancelled/ suspension	Date of Cancellation
1.	6781488	M/s. Harikrishna Jewellery 34, Easwaran Koil Street, Tirupur -641604	Gold and Gold Alloys, Jewellery/ Artefacts – Fineness and Marking IS 1417: 1999	19-08-2016

[No. CMD/13 : 13]

T. KALAIVANAN, Scientist 'F' & Head

नई दिल्ली, 9 फरवरी, 2017

का.आ.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियमन 5 के उपविनियमन (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शाई गई तारीख से रद्द/ स्थगित कर दिया गया है:-

अनुसूची

क्र. सं.	लाइसेंस सं. सी एम/ एल-	लाइसेंसधारी का नाम व पता	स्थगित किए गए/ रद्द किए गए लाइसेंस के अंतर्गत वस्तु/ प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द होने की तिथि
1.	6118558	मेसर्स जेन इंडस्ट्रीस यूनिट ऑफ सी आर आई पम्प्स प्राईवेट लिमिटेड	गहरे कुओं के लिए निम्नजनीय पम्पसेट आईएस 14220: 1994	16-09-2016

		122बी, अत्तिपालयम रोड, चिन्नावेदमपट्टी, गणपति, कोयम्बतूर - 641049		
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[सं. सी एम डी/13 : 13]

टी. कलैवाणन, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 9th February, 2017

S.O. 1063.— In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies that the licence particulars of which are given below have been cancelled/ suspended with effect from the date indicated against each:

SCHEDULE

Sl. No.	Licence No. CM/L-	Name & Address of the Licensee	Article/ Process with relevant Indian Standard covered by the licence cancelled/ suspension	Date of Cancellation
1.	6118558	M/s. Jan Industries Unit of C.R.I. Pumps Private Limited 122B, Athipalayam Road, Chinnavedampatti, Ganapathy, Coimbatore - 641049	Openwell Submersible Pumpsets IS 14220: 1994	16-09-2016

[No. CMD/13 : 13]

T. KALAIIVANAN, Scientist 'F' & Head

नई दिल्ली, 9 फरवरी, 2017

का.आ. 1064.— भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियमन 5 के उपविनियमन (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसें को उनके आगे दर्शाई गई तारीख से रद्द/ स्थगित कर दिया गया है:-

अनुसूची

क्र. सं.	लाइसेंस सं. सी एम/ एल-	लाइसेंसधारी का नाम व पता	स्थगित किए गए/ रद्द किए गए लाइसेंस के अंतर्गत वस्तु/ प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द होने की तिथि
अक्तूबर 2016 - शून्य				

[सं. सी एम डी/13 : 13]

टी. कलैवाणन, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 9th February, 2017

S.O. 1064.—In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies that the licence particulars of which are given below have been cancelled/ suspended with effect from the date indicated against each:

SCHEDULE

Sl. No.	Licence No. CM/L-	Name & Address of the Licensee	Article/ Process with relevant Indian Standard covered by the licence cancelled/ suspension	Date of Cancellation
OCTOBER 2016 – NIL				

[No. CMD/13 : 13]

T. KALAIVANAN, Scientist 'F' & Head

नई दिल्ली, 9 फरवरी, 2017

का.आ. 1065.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियमन 5 के उपविनियमन (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शाई गई तारीख से रद्द/ स्थगित कर दिया गया है:-

अनुसूची

क्र. सं.	लाइसेंस सं. सी एम/ एल-	लाइसेंसधारी का नाम व पता	स्थगित किए गए/ रद्द किए गए लाइसेंस के अंतर्गत वस्तु/ प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द होने की तिथि
नवम्बर 2016 - शून्य				

[सं. सी एम डी/13 : 13]

टी. कलैवानन, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 9th February, 2017

S.O. 1065.—In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies that the licence particulars of which are given below have been cancelled/ suspended with effect from the date indicated against each:

SCHEDULE

Sl. No.	Licence No. CM/L-	Name & Address of the Licensee	Article/ Process with relevant Indian Standard covered by the licence cancelled/ suspension	Date of Cancellation
NOVEMBER 2016 – NIL				

[No. CMD/13 : 13]

T. KALAIVANAN, Scientist 'F' & Head

नई दिल्ली, 9 फरवरी, 2017

का.आ. 1066.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियमन 5 के उपविनियमन (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शाई गई तारीख से रद्द/ स्थगित कर दिया गया है:-

अनुसूची

क्र. सं.	लाइसेंस सं सी एम/ एल-	लाइसेंसधारी का नाम व पता	स्थगित किए गए/ रद्द किए गए लाइसेंस के अंतर्गत वस्तु/ प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द होने की तिथि
दिसम्बर 2016 - शून्य				

[सं. सी एम डी/13 : 13]

टी. कलैवाणन, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 9th February, 2017

S.O. 1066.—In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies that the licence particulars of which are given below have been cancelled/ suspended with effect from the date indicated against each:

SCHEDULE

Sl. No.	Licence No. CM/L-	Name & Address of the Licensee	Article/ Process with relevant Indian Standard covered by the licence cancelled/ suspension	Date of Cancellation
DECEMBER 2016 – NIL				

[No. CMD/13 : 13]

T. KALAIIVANAN, Scientist 'F' & Head

नई दिल्ली, 9 फरवरी, 2017

का.आ. 1067.— भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियमन 5 के उपविनियमन (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शाई गई तारीख से रद्द/ स्थगित कर दिया गया है:-

अनुसूची

क्र. सं.	लाइसेंस सं सी एम/ एल-	लाइसेंसधारी का नाम व पता	स्थगित किए गए/ रद्द किए गए लाइसेंस के अंतर्गत वस्तु/ प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द होने की तिथि
1.	4744472	मेसर्स जयश्री प्लास्टिक्स 241-G, पेरूर सडक, कुमारापालयम, कोयम्बतूर -641026	पैकेजबंद मिनरल जल एवं पैकेजबंद पेय जल को पैक करने के पात्र IS 15410 : 2003	19/01/2017
2.	6806781	मेसर्स जैन इरिगेशन सिस्टम्स लिमिटेड एस एफ सं 248/2,3, 90, एल्लयामुतूर गाँव, उडुमलपेट, कोयम्बतूर (जिला) - 642154	पेयजल आपूर्ति के लिए उच्च घनत्व वाले पॉलीएथिलीन पाइप्स IS 4984 : 1995	19/01/2017
3.	6806882	मेसर्स जैन इरिगेशन सिस्टम्स लिमिटेड	पेयजल आपूर्ति के लिए अप्लास्टिक पी वी सी पाइप्स	19/01/2017

		एस एफ सं 248/2,3, 90, एल्लयामुतूर गाँव, उडुमलपेट, कोयम्बतूर (जिला) - 642154	IS 4985 : 2000	
4.	6820270	मेसर्स जैन इरिगेशन सिस्टम्स लिमिटेड एस एफ सं 248/2,3, 90, एल्लयामुतूर गाँव, उडुमलपेट, कोयम्बतूर (जिला) - 642154	सिंचाई उपस्कर – स्प्रिंकलर पाइप – भाग 2 – सहज संयोजी पॉलीएथिलीन पाइप तथा फिटिंग्स IS 14151 (Part 2): 2008	19/01/2017
5.	6820371	मेसर्स जैन इरिगेशन सिस्टम्स लिमिटेड एस एफ सं 248/2,3, 90, एल्लयामुतूर गाँव, उडुमलपेट, कोयम्बतूर (जिला) - 642154	सिंचाई उपस्कर – स्प्रिंकलर पाइप – भाग 1 – पॉलीएथिलीन पाइप IS 14151 : Part 1 : 1999	19/01/2017

[सं. सी एम डी/13 :13]

टी. कलैवानन, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 9th February, 2017

S.O. 1067.— In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies that the licence particulars of which are given below have been cancelled/ suspended with effect from the date indicated against each:

SCHEDULE

Sl. No.	Licence No. CM/L-	Name & Address of the Licensee	Article/ Process with relevant Indian Standard covered by the licence cancelled/ suspension	Date of Cancellation
1.	4744472	M/s. Jaishri Plastics 241-G, Perur Road, Kumarapalayam, Coimbatore -641026	Containers For Packaging Of Natural Mineral Water And Packaged Drinking Water IS 15410 : 2003	19/01/2017
2.	6806781	M/s. Jain Irrigation Systems Ltd. SF NO. 248/2,3, 90, Ellayamuthur Village, Udumalpet, Coimbatore (Dt)-642154	High Density Polyethylene Pipes For Potable Water Supplies IS 4984 : 1995	19/01/2017
3.	6806882	M/s. Jain Irrigation Systems Ltd. SF NO. 248/2,3, 90, Ellayamuthur Village, Udumalpet, Coimbatore (Dt)-642154	Unplasticized PVC Pipes For Potable Water Supplies IS 4985 : 2000	19/01/2017
4.	6820270	M/s. Jain Irrigation Systems Ltd. SF NO. 248/2,3, 90, Ellayamuthur Village, Udumalpet, Coimbatore (Dt)-642154	Irrigation Equipment - Sprinkler Pipes- Part 2: Quick Coupled Polyethylene Pipes IS 14151 (Part 2): 2008	19/01/2017
5.	6820371	M/s. Jain Irrigation Systems Ltd. SF NO. 248/2,3, 90, Ellayamuthur Village, Udumalpet, Coimbatore (Dt)-642154	Irrigation Equipment - Sprinkler Pipes - Part 1: Polyethylene Pipes IS 14151 : Part 1 : 1999	19/01/2017

[No. CMD/13:13]

T. KALAIVANAN, Scientist 'F' & Head

नई दिल्ली, 9 फरवरी, 2017

का.आ. 1068.— भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं:-

अनुसूची

क्र. सं.	लाइसेंस सं	स्वीकृत करने की तिथि वर्ष/ माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्ष	भा मा सं (भाग/ अनुभाग) : वर्ष
1.	6500023398	20170206	मेसर्स पी. बी. एस. नगै मालिगै 61, बज़ार स्ट्रीट, गोबिचेट्टीपालयम – 638 452.	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 2016
2.	6500023499	20170209	मेसर्स रामप्रकाश ज्वेलरी 435, बिग बज़ार स्ट्रीट, कोयम्बतूर – 641 001.	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 2016

[सं. सी एम डी/13 :11]

टी. कलैवाणन, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 9th February, 2017

S.O. 1068.— In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulation 1988, of the Bureau of Indian Standards, hereby notifies the grant of licence particulars of which are given in the following schedule:

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and Address (Factory) of the Party	Title of the Standard	IS No. Part/ Sec. Year
1.	6500023398	20170206	M/s. P.B.S. Nagai Maaligai 61, Bazaar Street Gobichettipalayam – 638 452.	Gold and Gold Alloys, Jewellery/ Aertefacts- Fineness and Marking	IS 1417 : 2016
2.	6500023499	20170209	M/s. Ramprakash Jewellery 435, Big Bazaar Street Coimbatore – 641 001.	Gold and Gold Alloys, Jewellery/ Aertefacts- Fineness and Marking	IS 1417 : 2016

[No. CMD/13:11]

T. KALAIVANAN, Scientist 'F' & Head

नई दिल्ली, 9 फरवरी, 2017

का.आ. 1069.— भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं:—

अनुसूची

क्र. सं.	लाइसेंस सं.	स्वीकृत करने की तिथि वर्ष/ माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्ष	भा मा सं (भाग/ अनुभाग) : वर्ष
1.	6500023503	20170309	मेसर्स श्री वी आर ज्वेलरी 98/6, वैश्याल स्ट्रीट, कोयम्बतूर – 641 001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 2016
2.	6500023604	20170310	मैसर्स आशा तंगा मालिगै सं. 137, कार स्ट्रीट, शौरीपालयम, कोयम्बतूर – 641 028	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 2016
3.	6500023705	20170317	मेसर्स श्री अयप्पन सिलिन्डर्स एस एफ सं. 201/3, 201/2 का भाग, कृष्णापुरम, विजयामंगलम पोस्ट, पेरुन्दुरै, ईरोड – 638 056	अल्प दाब एवं दाबणोय गैसों के लिए 5 लिटर से अधिक जल क्षमता वाले वेल्डित अल्प कार्बन इस्पात के सिलिंडर – उपयोग किए गए एल पी जी सिलिंडरों के पुनर्नवीयन एवं निरीक्षण को अपेक्षाय	IS 13258 : 2014
4.	6500023806	20170320	मैसर्स लेनोरा ग्लव प्राईवेट लिमिटेड 15/104-1, रोटीगौन्डन्नुर, तिरुमलयमपालयम (पोस्ट), मद्क्कुरै, कोयम्बतूर – 641 105	एक बार उपयोग वाले रबड़ के शल्य क्रिया दस्ताने	IS 13422 : 1992
5.	6500024097	20170327	मेसर्स मयूरा पैकेजिंग प्राईवेट लिमिटेड एस एफ सं. 851/3, कोसयमपालयम पिरिवु, कण्डैयम कोविल, कोयम्बतूर-त्रिची एन एच रोड, तिरुप्पुर – 641 665	विस्फोटकों के पैकेज के लिए सामान्य आवश्यकताएं: भाग 1 - वाणिज्यिक उच्च विस्फोटक	IS 10212 (Part 1): 1986
6.	6500023907	20170328	मेसर्स एपेक्स इंडस्ट्री 330/2C3, कालापट्टी रोड, कोयम्बतूर – 641 001	साफ, ठंडे पानी के लिए अपकेंद्रीय पुनरुत्पादक पम्प	IS 8472 : 1998

			नेहरू नगर, कोयम्बतूर - 641 012		
7.	6500024198	20170328	मेसर्स चेरन स्टील्स प्राईवेट लिमिटेड एस एफ सं. 42/2, मुल्लुपाडी रेल्वे गेट रोड, सुलक्कल, किनतकडवु, कोयम्बतूर - 642 110	संरचना इस्पात (साधारण गुणवत्ता)	IS 15911 : 2010
8.	6500024404	20170329	मेसर्स के एम पी इंडस्ट्रीस सं. 32/1, सी एम कल्याणा मंडपम के पास, पी एन पालयम रोड, गणपति, कोयम्बतूर - 641 006	साफ, ठंडे पानी के लिए अपकेंद्रीय पुनरुत्पादक पम्प	IS 8472 : 1998
9.	6500024299	20170329	मेसर्स महालक्ष्मी पम्पस 23, शोभा नगर, II वाँ सडक, के आर पुरम, आवारमपालयम, कोयम्बतूर - 641 006	गहरे कुओं के लिए निम्नजनीय पम्पसेट	IS 14220 : 1994
10.	6500024303	20170329	मेसर्स महेन्द्रा पम्पस प्राईवेट लिमिटेड यूनिट 1 6/433, पी एन पालयम रोड, पुलियाकुलम, कोयम्बतूर - 641 045	स्वतः प्राइमिंग अपकेंद्रीय पम्प	IS 8418 : 1999
11.	6500024505	20170330	मेसर्स कोवै गोल्डन हाईटेक कॉपर प्रोडक्ट्स प्राईवेट लिमिटेड श्री सुबा गणेश इंडस्ट्रियल एस्टेट, एस एफ सं 222/4B और 222/5, कुप्पेपालयम, कट्टमपट्टी पोस्ट, कोयम्बतूर - 641 017.	1100 वोल्ट तक कार्यकारी वोल्टता के लिए पी वी सी रोधित केबल	IS 694 : 2010
12.	6500023907	20170328	मेसर्स एपेक्स इंडस्ट्री 330/2C3, कालापट्टी रोड,	साफ, ठंडे पानी के लिए अपकेंद्रीय पुनरुत्पादक पम्प	IS 8472 : 1998

			नेहरू नगर, कोयम्बतूर – 641 012		
13.	6500024707	20170330	मेसर्स बेस्कोन इंडस्ट्रीस सं. 6/10-11, तन्नीर पन्दल रोड, 6वाँ सडक, मगेश्वरी नगर, कोयम्बतूर – 641 004	साफ, ठंडे पानी के लिए अपकेंद्रीय पुनरुत्पादक पम्प	IS 8472 : 1998
14.	6500024606	20170330	मेसर्स धनवी कुकवेयर्स एस एफ सं. 99/2, द. सं. 1/20-2, पल्लडम रोड, पाप्पमपट्टी, कोयम्बतूर – 641 016	घरेलू प्रेशर कुकर	IS 2347 : 2006
15.	6500024808	20170330	मेसर्स एमराल्ड ज्वेलरी रीटैडल लिमिटेड 'ज्वेल वन' दरवाजा सं. 336/112, पुराना सं. 184, कुमरन रोड, तिरुप्पुर – 641 601	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 2016
16.	6500024909	20170330	मेसर्स एमराल्ड ज्वेलरी रीटैडल लिमिटेड 'ज्वेल वन' दरवाजा सं. 336/112, पुराना सं. 184, कुमरन रोड, तिरुप्पुर – 641 601	चाँदी एवं चाँदी मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 2112 : 2014
17.	6500025099	20170331	मेसर्स स्टेन्डर्ड इंजीनियरिंग इंडस्ट्रीज एस एफ सं. 88/86, इलनो नगर, के.आर. पुरम, आवारमपालयम, कोयम्बतूर – 641 006	कृषि एवं जल आपूर्ति के लिए साफ और ठंडे पानी के बिजली के मोनोसेट पम्प	IS 9079 : 2002

[सं. सी एम डी/13 :11]

टी. कलैवाणन, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi,

S.O.— In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulation, 1988, of the Bureau of Indian Standards, hereby notifies the grant of licence particulars of which are given in the following schedule:

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and Address (Factory) of the Party	Title of the Standard	IS No. Part/ Sec. Year
1.	6500023503	20170309	M/s. Sri V R Jewellery 98/6, Vysial Street, Coimbatore – 641 001	Gold and Gold Alloys, Jewellery/ Aertefacts- Fineness and Marking	IS 1417 : 2016
2.	6500023604	20170310	M/s. Asha Thanga Maligai No. 137, Car Street, Sowripalayam, Coimbatore – 641 028	Gold and Gold Alloys, Jewellery/ Aertefacts- Fineness and Marking	IS 1417 : 2016
3.	6500023705	20170317	M/s. Sri Ayyappan Cylinders SF No. 201/3, Part of 201/2, Krishnapuram, Vijayamangalam Post, Perundurai, Erode – 638 056	Welded Low Carbon Steel Cylinders Exceeding 5 Litre Water Capacity For Low Pressure Liquefiable Gas - Code Of Practice For Inspection And Reconditioning Of Used LPG Cylinders	IS 13258 : 2014
4.	6500023806	20170320	M/s. Lenora Glove Pvt Ltd 15/104-1, Rottigoundanur, Thirumalayam Palayam (P. O.), Madukkarai , Coimbatore – 641 105	Disposable Surgical Rubber Gloves	IS 13422 : 1992
5.	6500024097	20170327	M/s. Mayura Packaging Private Limited SF No. 851/3 Kosavampalayam Pirivu Kandiyar Kovil, Coimbatore To Trichy NH Road Tirupur – 641 665	General requirements for packages of Explosives: Part 1 - Commercial high explosives	IS 10212 (Part 1): 1986
6.	6500023907	20170328	M/s. Apex Industry 330/2C3, Kalapatti Road, Block, Nehru Nagar, Coimbatore – 641 012	Centrifugal Regenerative Pumps for clear, cold water	IS 8472 : 1998
7.	6500024198	20170328	M/s. Cheran Steels Private Limited SF No. 42/2, Mulluppadi Railway Gate Road, Sulakkal, Kinathukadavu, Coimbatore – 642 110	Structural Steel (Ordinary Quality)	IS 15911 : 2010
8.	6500024404	20170329	M/s. KMP Industries No. 32/1, Near CM Kalyana Mandapam, P.N. Palayam Road, Ganapathy, Coimbatore - 641 006	Centrifugal Regenerative Pumps for clear, cold water	IS 8472 : 1998

9.	6500024299	20170329	M/s. Mahalakshmi Pumps 23, Shoba Nagar, II ND Street, K R Puram, Avarampalayam , Coimbatore - 641 006	Openwell Submersible Pumpsets	IS 14220 : 1994
10.	6500024303	20170329	M/s. Mahendra Pumps Pvt. Ltd., Unit 1 6/433, P.N. Palayam Road Puliyakulam, Coimbatore – 641 045	Horizontal Centrifugal Self-Priming Pumps	IS 8418 : 1999
11.	6500024505	20170330	M/s. Kovai Golden Hitech Copper Products Pvt. Ltd. Sree Suba Ganesh Industrial Estate, SF No 222/4B & 222/5, Kuppepalayam,, Kattampatti Post, Coimbatore – 641 017.	PVC insulated cables for working voltages upto and including 1100 V	IS 694 : 2010
12.	6500023907	20170328	M/s. Apex Industry 330/2C3, Kalapatti Road, Block, Nehru Nagar, Coimbatore – 641 012	Centrifugal Regenerative Pumps for clear, cold water	IS 8472 : 1998
13.	6500024707	20170330	M/s. Bescon Industries No. 6/10-11,Thanner Pandal Road, 6TH Street, Mageswari Nagar, Coimbatore – 641 004	Centrifugal Regenerative Pumps for clear, cold water	IS 8472 : 1998
14.	6500024606	20170330	M/s. Dhanvi Cookwares SF No. 99/2, D.No.1/20-2, Palladam Road, Pappampatti, Coimbatore – 641 016	Domestic Pressure Cookers	IS 2347 : 2006
15.	6500024808	20170330	M/s. Emerald Jewellery Retail Limited 'Jewel One' Door No. 336/112, Old No. 184, Kumaran Road, Tirupur – 641 601	Gold and Gold Alloys, Jewellery/ Aertefacts- Fineness and Marking	IS 1417 : 2016
16.	6500024909	20170330	M/s. Emerald Jewellery Retail Limited 'Jewel One' Door No. 336/112, Old No. 184, Kumaran Road, Tirupur – 641 601	Silver and Silver Alloys, Jewellery/ Aertefacts- Fineness and Marking	IS 2112 : 2014

17.	6500025099	20170331	M/s. Standard Engineering Industries SF No. 88/86, Elango Nagar, K.R.Puram, Coimbatore – 641 006.	Electric Monoset Pumps for clear, cold water for agricultural and water supply purposes	IS 9079 : 2002
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[No. CMD/13:11]

T. KALAIVANAN, Scientist 'F' & Head

नई दिल्ली,

का.आ.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियमन 5 के उपविनियमन (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शाई गई तारीख से रद्द/स्थगित कर दिया गया है:—

अनुसूची

क्र. सं.	लाइसेंस सं. सी एम/ एल-	लाइसेंसधारी का नाम व पता	स्थगित किए गए/रद्द किए गए लाइसेंस के अंतर्गत वस्तु/ प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द होने की तिथि
1.	3507958	मेसर्स वी डी आर इंडस्ट्रीस दरवाजा सं. 1, तन्डालमुत्तु सडक, नल्लमपालयम, गणपति (पोस्ट), कोयम्बतूर - 641006	IS 9283 : 2013 निम्नजनीय पम्पसेट के लिए मोटर	01/02/2017
2.	6074160	मेसर्स आर्यन मोटर्स (इंडिया) प्रायवेट लिमिटेडएस एफ सं. 128/1, नरसिम्मानायकनपालयम, मेट्टपालयम रोड, कोयम्बतूर - 641031	IS 9283 : 2013 निम्नजनीय पम्पसेट के लिए मोटर	01/02/2017
3.	6182466	मेसर्स फिशर पम्प्स प्रायवेट लिमिटेड यूनिट II, 9/10, शार्प नगर, कालापट्टी, कोयम्बतूर - 641035	IS 8472 : 1998 साफ, ठंडे पानी के लिए अपकेंद्रीय पुनरुत्पादक पम्प	02/02/2017
4.	6223757	मेसर्स मेजस्टिक मेशीन वर्क्स सं. 9/23A, 23B, नेहरु नगर, कालापट्टी रोड, कोयम्बतूर - 641014	IS 9079 : 2002 कृषि एवं जल आपूर्ति के लिए साफ और ठंडे पानी के बिजली के मोनोसेट पम्प	02/02/2017

[सं. सी एम डी/13:13]

टी. कलैवाणन, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi,

S.O.— In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies that the licence particulars of which are given below have been cancelled/ suspended with effect from the date indicated against each:

SCHEDULE

Sl. No.	Licence No. CM/L-	Name & Address of the Licensee	Article/ Process with relevant Indian Standard covered by the licence cancelled/ suspension	Date of Cancellation
1.	3507958	M/s. BDR Industries Door No. 1, Thandalmuthu Street, Nallampalayam, Ganapathy(P.O.), Coimbatore - 641006	IS 9283 : 2013 Motors For Submersible Pumpsets	01/02/2017
2.	6074160	M/s. Aryen Motors (India) Private Limited SF No. 128/1, Narasimmanaickenpalayam, Mettupalayam Road, Coimbatore -641031	IS 9283 : 2013 Motors For Submersible Pumpsets	01/02/2017
3.	6182466	M/s. Fisher Pumps Pvt Limited Unit II, 9/10, Sharp Nagar, Kalapatti, Coimbatore -641035	IS 8472 : 1998 Centrifugal Regenerative Regenerative Pumps For Clear, Cold Water	02/02/2017
4.	6223757	M/s. Majestic Machine Works No.9/23A, 23B, Nehru Nagar, Kalapatti Road, Coimbatore -641014	IS 9079 : 2002 Electric Monoset Pumps For Clear, Cold Water For Agricultural And Water Supply Purposes	02/02/2017

[No. CMD/13:13]

T. KALAIVANAN, Scientist 'F' & Head

नई दिल्ली,

का.आ.— भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियमन 5 के उपविनियमन (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शाई गई तारीख से रद्द/ स्थगित कर दिया गया है:-

अनुसूची

क्र. सं.	लाइसेंस सं सी एम/ एल-	लाइसेंसधारी का नाम व पता	स्थगित किए गए/ रद्द किए गए लाइसेंस के अंतर्गत वस्तु/ प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द होने की तिथि
1.	2388668	मेसर्स श्री धनलक्ष्मी फौन्ड्री 1352A, सति रोड, सी एम एस स्कूल के पास, गणपति, कोयम्बतूर -641006	IS 9079 : 2002 कृषि एवं जल आपूर्ति के लिए साफ और ठंडे पानी के बिजली के मोनोसेट पम्प	14/03/2017

2.	6500021798	मेसर्स वाहिनी इंजीनियरिंग No. 36, रेणुका गार्डन, करुपरायन पालयम, मैलमपट्टी पोस्ट, कोयम्बतूर - 641062	IS 9079 : 2002 कृषि एवं जल आपूर्ति के लिए साफ और ठंडे पानी के बिजली के मोनोसेट पम्प	21/03/2017
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[सं. सी एम डी 13:13]

टी. कलैवाणन, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi,

S.O.— In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies that the licence particulars of which are given below have been cancelled/ suspended with effect from the date indicated against each:

SCHEDULE

Sl. No.	Licence No. CM/L-	Name & Address of the Licensee	Article/ Process with relevant Indian Standard covered by the licence cancelled/ suspension	Date of Cancellation
1.	2388668	M/s. Sri Dhanalakshmi Foundry 1352A, Sathy Road, Near CMS School, Ganapathy, Coimbatore -641006	IS 9079 : 2002 Electric Monoset Pumps For Clear, Cold Water For Agricultural And Water Supply Purposes	14/03/2017
2.	6500021798	M/s. Vahinie Engineering No. 36, Renuka Garden, Karuparayan Palayam , Mylampatti Post, Coimbatore -641062	IS 9079 : 2002 Electric Monoset Pumps For Clear, Cold Water For Agricultural And Water Supply Purposes	21/03/2017

[No. CMD/13:13]

T. KALAIIVANAN, Scientist 'F' & Head

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 17 अप्रैल, 2017

का.आ. 1072.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार महाप्रबंधक, दूरसंचार, बीएसएनएल तिरुनेलवेली एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 327/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03.04.2017 को प्राप्त हुआ था।

[सं. एल-40011/34/2003-आईआर (डीयू)]

राजेन्द्र जोशी, उप निदेशक

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 17th April, 2017

S.O. 1072.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 327/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in Annexure, in the industrial dispute between the employers in relation to the General Manager, Telecom, BSNL, Tirunelveli and their workman, which was received by the Central Government on 03.04.2017.

[No. L-40011/34/2003-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI**Wednesday, the 22nd March, 2017**Present :** K.P. PRASANNA KUMARI, Presiding Officer**Industrial Dispute No. 327/2004**

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Bharat Sanchar Nigam Ltd. and their workman)

BETWEEN :

The Circle Secretary : 1st Party/Petitioner Union
BSNL Employees Union
No. 3/71, 4th Street, Raghava Nagar
Madipakkam
Chennai-600091

AND

The General Manager, Telecom : 2nd Party/Respondent
BSNL, Department of Telecom
Bye Pass Road
Vannarpet
Tirunelveli-627003

Appearance:

For the 1st Party/Petitioner Union : M/s. K.M. Ramesh, Advocates
For the 2nd Party/Respondents : Sri P. Srinivasan, Advocate

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-40011/34/2003-IR (DU) dated 05.03.2004 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the demand of the Union for regularization of 66 Line Workers (list enclosed) who worked under BSNL, Tirunelveli is justified, if so the relief they are entitled to?”

2. On receipt of the Industrial Dispute this Tribunal numbered it as ID 327/2004 and issued notices to both sides. Both sides entered appearance through their counsel and filed Claim and Counter Statement respectively.

3. The averments in the Claim Statement filed by the petitioner in brief are these:

The petitioner is a Union registered under the Trade Unions Act. It has a substantial number of permanent workmen working in BSNL as its members. The workmen concerned in the ID are doing line work. They are working through the alleged contractor. Even though the contractors change often the employees continue to be the same. All the employees concerned in the dispute are Class-IV employees for whom sponsorship from Employment Exchange is not required. The contract system is only a camouflage. The overall control of the so-called contract labour remains with the telecom department. There are regular sanctioned posts for regularizing the employees concerned in the case. The concerned workmen are entitled to be made permanent on completion of 480 days in a period of 24 calendar months. The workmen are entitled to be absorbed in the establishment from the date of their joining the service.

4. The Respondent has filed Counter Statement contending as below:

The Petitioner Union is not a representative Union of BSNL. Apart from that the Union was originally having membership of regular staff alone. The workmen concerned in the dispute are not members of the Petitioner Union. So the Union is not competent to represent them. The concerned workmen are not known to the Respondents. The petitioner has admitted that the concerned workmen are contract labourers. The work is supervised by the contractual agency. The Respondents pay bills to the concerned agency only. The petitioner has no *locus-standi* to espouse the cause of persons who are not employees of the Respondents. The contracts are not sham. The Contractors were given work according to the work requirement only. BSNL is not responsible for the labourers employed by the Contractors. A regular set of staff is available for carrying out regular nature of work in BSNL. The work done by the contract workers are not perennial in nature. The petitioner is not entitled to any relief.

5. The evidence in the case consists of oral evidence of WW1 and WW2 and MW1 and documents marked as Ext.W1 to Ext.W7 and Ext.M1 to Ext.M13.

6. **The point for consideration is:**

Whether the concerned workmen are entitled to absorption as claimed?

The Point

7. The dispute is raised on behalf of 66 workmen whose names and other details are given in the annexure to the Schedule of reference. These 66 workmen on whose behalf the dispute is raised are said to be doing Line Work in Tirunelveli Division of the Respondent. It is stated that though the workmen are working through Contractors, the Contractors change often but the workmen continue to do the same work. The so-called contract system is said to be a sham one. The petitioner has stated that the concerned workmen are entitled to absorption in the service of the Respondent because the contract system under which they are working is a sham one. The petitioner has claimed permanency for the workmen under TNIE Act also on the basis that they have worked for more than 480 days in a period of 24 calendar months.

8. One of the concerned workman has been examined as WW1. He has stated in his affidavit in lieu of Chief Examination filed by him that he is giving evidence on behalf of all the concerned workmen. He has stated that all of them were doing the work of Lineman under the Department of Telecom and subsequently BSNL and they had been paying wages to them directly. WW1 has given the names of the officials who are said to have extracted work from the workmen.

9. Out of 7 documents marked on behalf of the petitioner, Ext.W4 is a replica of the annexure to the Schedule of reference, Ext.W5 is the Bye-Laws of the Petitioner Union and Ext.W6 is the resolution of the Union. Ext.W7 is the copy of some questions raised in the Parliament pertaining to contract workers. Only Ext.W1 to Ext.W3 pertains to the workmen concerned.

10. It is to be examined whether Ext.W1 to Ext.W3 establish the case of the concerned workman. Ext.W1 includes a certificate issued to WW1 by a Junior Telecom Officer stating that he was doing work on contract basis in the years 2000 and 2001 and January to July 2002. The certificate does not show on which date it was issued. There is another certificate issued to one S. Mohan, one of the concerned workman stating that he had taken many contract works from JTO, Vadakkankulam during the period from 10.02.2002 to 08.07.2002. Ext.W2 which refers to the joining report of Mohan on contract labour issued on 11.03.2000 also is there. Other than these no other documents in respect of this workman are available.

11. Ext.W3 is described as working particulars of certain months pertaining to 2001, 2002, 2003 and 2004. These are neither continuous nor specify in respect of whom. Apart from this, there is nothing to show that this is a document

that has generated from the Respondent establishment. It does not have the seal of the establishment or the signature of any official.

12. With the three documents discussed above it will not be possible to come to a conclusion that even those workmen named have been working for the establishment under the so-called contract system which is a sham one as is the case of the petitioner. This would not establish even the case that those workmen have worked for more than 480 days within 24 calendar months. So far as the other workmen are concerned, their names do not appear anywhere in the documents. There is no evidence as to when they have started to work for the establishment, for how much period they have worked or whether they are still working. There is total dearth of documents regarding them. The petitioner is not entitled to any relief.

In view of the discussion above, the reference is answered against the petitioner. An Award is passed accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 22nd March, 2017)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner Union : WW1, Sri S. Mani
WW2, Sri K. Srinivasan

For the 2nd Party/Respondents : MW1, Sri V. Anthonysamy

Documents Marked:

On the petitioner's side

Ex.No.	Date	Description
Ext.W1	-	Certificate issued by BSNL
Ext.W2	11.03.2000	Joining Report
Ext.W3	-	Working Particulars
Ext.W4	-	2A petition annexure
Ext.W5	-	Bye-laws of the Union
Ext.W6	30/31 Oct'2001	Resolution of the union
Ext.W7	21.03.2006	Lok Sabha Admitted Provisional Starred Question Dy. No. 10145 for 19.12.2005 by Shri Ganesh Singh regarding regularization of contract Workers.

On the Management's side

Ext.No.	Date	Description
Ext.M1	24.12.1992	Copy of DOT, New Delhi letter no. 29-18/91-SRT dated 24.12.1992 addressed to CGMR, Calcutta Phones and Endorsement No. E.1/107/Blgs/92-93/3 dated TR-1 the 02.02.1993
Ext.M2	30.03.1985	Office of the Director General Posts & Telegraphs regarding ban order for recruitment of casual labours.
Ext.M3	25.07.1989	Letter from Chief General Manager, Telecommunications, Tamil Nadu Circle, Madras-600002 regarding eligibility of casual labour to become office bearer of the Unions
Ext.M4	-	Copy of Page 137 of Appendix 3 from P&T Manual Vol.III
Ext.M5	-	Copy of Appendix No. 3 – Preservation of Records
Ext.M6	05.11.2001	Letter from BSNL to All Chief General Managers regarding adoption of the existing Appointing Authorities in respect of absorption of Group C and D staff in BSNL
Ext.M7	-	Copy of Appendix 13A at Page 426 of Financial & Hand Book of P&T Rules which deals with Rlule-331

Ext.M8	-	Copy of letter from CGM, Telecom, Chennai to all Subordinate Offices
Ext.M9	20.11.2004	Copy of the agreement entered into between BSNL and Sri S. Chandrasekaran Proprietor of M/s. Ganesh Constructions Contractor.
Ext.M10	27.03.2003	The Contract Labour (Regulation & Abolition) Act, 1970 and Central Rules, 1971 made there under—Grant of Certificate Registration-reg.
Ext.M11	22.06.1995	Copy of the document of prescribed procedure to be followed by the Department in the appointment of Group “D” employees category.
Ext.M12	10/11.07.2002	Awarding of Tender for cable Joint work in zone-3 of Tirunelveli SSA-reg.
Ext.M13	28.04.2006	Model Bill for Labours.

नई दिल्ली, 17 अप्रैल, 2017

का.आ. 1073.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार महाप्रबंधक, टेलीग्राफ, सीटीओ, बीएसएनएल, चेन्नई एवं उनके कर्मचारी के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 314/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03.04.2017 को प्राप्त हुआ था।

[सं. एल-40011/16/2003-आईआर (डीयू)]

राजेन्द्र जोशी, उप निदेशक

New Delhi, the 17th April, 2017

S.O. 1073.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 314/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in Annexure, in the industrial dispute between the employers in relation to the General Manager, Telegraph, CTO, BSNL, Chennai and their workman, which was received by the Central Government on 03.04.2017.

[No. L-40011/16/2003-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Wednesday, the 22nd March, 2017

Present : K.P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 314/2004

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Bharat Sanchar Nigam Ltd. and their workman)

BETWEEN :

The BSNL Employees Union
Represented by Sri K.M. Elangovan
Plot No. 1, Balaji Nagar
89, Veppambattu.
Thiruvallur-602024

: 1st Party/Petitioner Union

AND

The General Manager
Telegraph, CTO, BSNL
Chennai.

: 2nd Party/Respondent

Appearance:

For the 1st Party/Petitioner Union

: M/s. K.M. Ramesh, Advocates

For the 2nd Party/Respondents

: Sri P. Srinivasan, Advocate

AWARD

The Central Government, Ministry of Labour & Employment *vide* its Order No. L-40011/16/2003-IR (DU) dated 25.02.2004 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the non-regularization of the services of Sri P. Ramamoorthy by the management of BSNL is legal and justified and if so to what relief the workman is entitled to?”

2. On receipt of the Industrial Dispute this Tribunal numbered it as ID 314/2004 and issued notices to both sides. Both sides entered appearance through their counsel and filed Claim and Counter Statement respectively. The petitioner has filed rejoinder in answer to the Counter Statement.

3. The averments in the Claim Statement filed by the petitioner in brief are these:

The petitioner is a Registered Trade Union having substantial number of workmen as its members. The dispute is raised relating to non-regularization of service of P. Ramamoorthy. Ramamoorthy, the concerned workman had joined the Department of Telecom on 21.04.1990 at SSTT, Madras. He was employed as Class-IV employee and was discharging the work of Sweeper, taking messages and also doing the work of Sub-Staff. He was paid consolidated wages every month under the Head “Part-Time Payment”. Wages of Ramamoorthy was revised by order dated 25.07.1994. Ramamoorthy had filed OA No. 176/99 before CAT, Madras seeking a direction for regularization. This was disposed on 03.05.2000 with a direction to the telecom to dispose the representation made by Ramamoorthy. Ramamoorthy had been working for not less than 6 hours a day and was getting part-time wages. His wages fluctuated depending upon the number of telegrams delivered by him. He was under the control of the Officers of Telecom and was supervised by them. Ramamoorthy had sent representation on 02.06.2000 requesting to regularize his services. This was rejected. The dispute was raised on 19.08.2000. On failure of conciliation the dispute was referred to this Tribunal. Ramamoorthy has completed continuous service of 480 days within a period of 24 calendar months and is to be deemed to have attained permanent status as per Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workman) Act. During the conciliation proceedings the Respondent wanted to disengage the petitioner and give work to the Contractor. During the pendency of the dispute Ramamoorthy was asked to work through the Contractor. Without prejudice to his right for regularization, he is working on contract on consolidated salary of Rs. 1,000/- per month. Prior to that he was getting approximately Rs. 1,500/- per month. An Award may be passed holding that the action of BSNL in not regularizing the service of Ramamoorthy on completion of 480 days in 24 calendar months is not legal and justified and consequently directing the Respondent to regularize Ramamoorthy in service with all monetary benefits.

4. The Respondent has filed Counter Statement contending as below:

The petitioner has no locus-standi to espouse the cause of persons who are not employees of the Respondent. The subject matter of the claim does not relate to the service conditions of any of the employees of BSNL. So the claim is not maintainable. Apart from that Ramamoorthy is not a member of the Petitioner Union. Only Group C and D employees are eligible to become member of the Petitioner Union. On 24.03.1999 quotations were invited for awarding contract in respect of works including Sweeping, Cleaning, etc. The petitioner had challenged this by filing an OA before the Central Administrative Tribunal and this was dismissed as premature. The contract was awarded to one M/s. Arun Associates for a period of one year with effect from 01.09.2003. Ramamoorthy is working under the Contractor w.e.f. 01.09.2003. BSNL has no employer-employee relationship with Ramamoorthy. Ramamoorthy and another had filed OA 176/1999 before CAT seeking the relief of regularization. They were directed to make representation to the Respondent in this respect. The representation made by Ramamoorthy was rejected by the Respondent. He has not challenged this order. Instead he has approached the Petitioner Union to raise the demand for regularization. The dispute is not maintainable as it is barred by the principle of res-judicata. It is not open to the petitioner to approach this Tribunal. It is incorrect to state that Ramamoorthy was engaged at SSTT, Madras. Ramamoorthy was not employed as Group IV employee at all. The department used to engage coolie messengers to deliver telegrams when there is accumulation of telegrams for delivery. They are engaged as and when required only. Ramamoorthy had volunteered to work as coolie in the year 1990 and was engaged as and when required only. Ramamoorthy had competed for contracts at Chengalpatt Telegraph Office on 07.06.1999 for sweeping, cleaning, etc. and was awarded contract for the period 1999, 2000. Only amount of contract was disbursed to him. A Contractor cannot be equated to a regular employee. The petitioner is not entitled to any relief.

5. The petitioner has filed rejoinder in answer to the Counter Statement denying the contentions in the Counter Statement and reiterating the case in the Claim Statement.

6. The evidence in the case consists of oral evidence of WW1, WW2 and MW1 and documents marked as Ext.W1 to Ext.W21 and Ext.M1 to Ext.M15.

7. **The point for consideration is:**

Whether Ramamoorthy, the concerned workman is entitled to regularization as claimed?

The Point

8. Petitioner Union has raised the dispute in respect of one Ramamoorthy who is said to have joined the Department of Telecom on 21.04.1999 at SSTT, Madras. He is said to have been working as a Class IV employee doing the work of Sweeper and also collecting the necessary forms, taking message by hand to the nearby Post Office and also doing the work of Sub-Staff. He is said to have been paid wages on consolidated basis. According to the petitioner, Ramamoorthy had worked in this manner till 2000 when he was forced to do work on contract basis during the pendency of the dispute. It is stated that he had started to work so without prejudice to his right for regularization.

9. Ramamoorthy, the concerned workman had been examined as WW1. In the Chief Affidavit filed by him he has stated that he had joined the Department of Telecom on 21.04.1990 at SSTT, Villupuram. In the rejoinder the petitioner has stated under what circumstances it is stated in the petition that he has joined SSTT, Chennai. In fact he had joined at Villupuram and was working at Chengalpeta Telegraph Office till 1994. This office got merged with SSTT, Chennai and for this reason it is stated in the petition that he has joined at Chennai. In the Chief Affidavit filed Ramamoorthy had reiterated the case in the petition. He has stated that he was paid wages in a separate voucher and on some occasions by ACG-17. He has also stated that his appointment as Part-Time employee was on the basis of a written test and interview on 04.04.1990. He was selected and appointed on 21.04.1990.

10. That Ramamoorthy was working in the Department of Telecom is not denied by the Respondent. Denial would not have been possible also in view of the several documents including the orders of the Administrative Tribunal in the application filed by Ramamoorthy claiming regularization. What is stated in the Counter Statement is that Ramamoorthy was engaged as a Coolie Messenger and not as a Part-Time casual labour. It is the further case of the Respondent that subsequently Ramamoorthy had started to work on contract basis and there was no employer-employee relationship between him and the Respondent.

11. The petitioner has produced sufficient documents to prove that Ramamoorthy had been working for the Respondent from the year 1990 itself. Ext.W2 is the communication from the Assistant Superintendent asking Ramamoorthy to appear for an interview and written test on 04.04.1990, for the post of Part-Time employee. The subsequent documents would reveal that he was selected consequent to the test and interview. Ext.W3—Cash Book reveals payment to Ramamoorthy in April 1990. Though interview and written test was for recruitment as Part-Time employee, Ext.W3 refers to payment of coolie charges to Ramamoorthy in April 1990. Payments are seen made subsequently also. At Page-14 to Page-16 of Ext.W3 delivery charges are seen paid to him. Ext.W4, the communication by the Senior Superintendent of Villupuram Division would show that Ramamoorthy and others were working as Part-Time employees. This communication states that wage bill of Part-Time employees for the month of June 1994 countersigned by SSTT, Villupuram is returned. Ext.W5 is the particulars of payment to Part-Time employees including Ramamoorthy. Payments are seen made to him throughout 1994. Ext.W6 is a letter dated 10.07.1995 by the Junior Telecom Officer which states that two part-time employees are doing the work of delivery of telegrams. Ext.W7 contains the particulars of wages paid to Ramamoorthy from May 1994 to November 1998. This would show that he was working in the Department throughout during the period. The details of delivery of telegrams made by him on each date are found in this document. Ext.W8 contains receipts of wages paid to Ramamoorthy and another from July to October 1997 and of April and August 1998. Ext.W9 is a communication from Junior Telecom Officer on 22.08.1998 asking the Sub-Divisional Engineer to supply all the intended items to Ramamoorthy, "Part-Time Employee" of Central Telegraph Office. Ext.W10 is the Gate Pass allowing Ramamoorthy to take out certain materials. Ext.W11 is another letter to supply the intended items to Ramamoorthy. Ext.W14 is the copy of the letter by Ramamoorthy to the Senior Superintendent on 02.06.2000 seeking to regularize his services. He has stated in this that he had been continuously working in the Department of Telecom since 12.04.1990. Ext.W15 is the reply stating that his request cannot be considered for several reasons. Ext.W18 contains delivery dockets for the period from 24.08.2002 to 08.08.2004 showing that Ramamoorthy had been making delivery of telegrams during the period.

12. The documents referred to above make it very clear that Ramamoorthy has been working in the establishment. He was engaged on Part-time basis and was continuing in this manner throughout. Attempt has been by the Respondent to make out that Ramamoorthy had been working on contract basis only. Documents are also produced by the Respondent to substantiate this stand. It seems, after making Ramamoorthy work as a direct employee throughout from 1990 to 1999 the Department thought of getting the work of sweeping and such other works done on contract basis. Ext.M1, Ext.M3, Ext.M10 and Ext.M11 are said to be agreements entered into by Ramamoorthy for doing sweeping and cleaning work on contract basis. The dispute itself is raised on 19.08.2000. Ext.M10 and Ext.M11 are after this.

Even Ext.M1 and Ext.M3 are after the petitioner had approached the Administrative Tribunal seeking regularization and had subsequently given representation to the Department on the basis of the direction of the Tribunal. Even assuming that Ramamoorthy was working on contract basis subsequently the manner in which he was made to work is extraordinary. The contract is entered into not to get the work done by others but for himself to do the work. It could be seen that the man was made to work for a lesser amount than he was earning while he was working as a Part-Time employee. So in effect Ramamoorthy was working for the Department in the same manner though he was called a contract worker on the basis of the agreements he was made to enter into by the Department. It is a case where Ramamoorthy had worked for the Department for more than 10 years before he had to go through a process by which he was called a contract worker. Throughout he was doing work which was perennial in nature. The Department had been retaining him as a Part-Time worker and subsequently as a contract worker without making him permanent and extracting work for a lesser amount than to which he would have been entitled.

13. The counsel for the petitioner has referred to the decision of the Apex Court in WORKMEN OF FOOD CORPORATION OF INDIA VS. FOOD CORPORATION OF INDIA reported in AIR 1985 SC 670 where it was held that a person who is under direct employment cannot be converted to a contract employee. It was a case where the Food Corporation had engaged several workmen directly but subsequently a Contractor was inducted and these workmen were brought under him. The dictum was laid down in this context. The petitioner had raised the dispute not long after the so-called contractual system was brought into effect. The Apex Court has stated in HUSSAINBHAI VS. ALATH FACTORY THOZHILALI UNION reported in AIR 1978 SC 1410 that the presence of intermediate Contractors with whom the workers have immediate or direct relationship ex contractu is of no consequence when on lifting the veil or looking at the conspectus of factors governing employment will discern the naked truth, though draped in different perfect arrangement, that the real employer is the Management and not the immediate Contractor. In the present case, it is very much clear that the contract system if any under which the workman was working was only sham and nominal and he was really working under the Respondents itself.

14. MW1, the Senior Superintendent of Telegraph Traffic (Admn.) at CTO, Chennai has been examined on behalf of the Respondent. She has stated that Ext.M13 is the notification which would show that BSNL Employees Union is given recognition only to represent the matters of its own members. At the time when the dispute was raised the Petitioner union was not recognized, she has stated. Ext.M14 is produced to show that another union was the recognized union at the time. Thus according to the Respondent the Petitioner Union has no locus-standi to raise the dispute. WW2, an official of the Union has been examined to meet this case. Ext.W20 the bye-laws of the Union and Ext.W21 the resolution passed by the Union on 30th and 31st October, 2001 are marked through this witness. WW2 has stated that as per the bye-laws of the Union it is entitled to espouse the cause of BSNL employees in general. Apart from that it has decided to espouse the cause of all workmen who had not been regularized, by Ext.W21 resolution. So the contention that the Union is not competent to espouse the cause of the workmen will not hold good. The concerned workman had been working for the Respondent for several years. So he is entitled to be regularized in service as claimed by him. Accordingly an Award is passed as below:

Ramamoorthy, the concerned workman shall be deemed to have been regularized in the service of the Respondent in his then position from 19.08.2000 on which date the dispute was raised. He will be entitled to the arrears of pay due to him consequent to the regularization. If the amount is not paid within two months of the publication of the Award, it would carry interest at the rate of 6% per annum from the date of the Award.

The reference is answered accordingly.

Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 22nd March, 2017)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner Union : WW1, Sri P. Ramamoorthy
WW2, Sri G. Mahendran

For the 2nd Party/Respondent : MW1, Sri Jayalakshmi

Documents Marked:

On the petitioner's side

Ex.No.	Date	Description
Ext.W1	13.10.1983	Office Memorandum on regularization of casual employees
Ext.W2	28.03.1990	Letter of respondent reg. Recruitment of part time employees
Ext.W3	1990-1994	Cash Book

Ext.W4	25.07.1994	Forwarding of part time employees wage bill
Ext.W5	1994	Particulars of wages of part time employees
Ext.W6	10.07.1995	Letter of JTO to Dy. Sr. Suptd. (TT)
Ext.W7	1994-98	Working particulars
Ext.W8	01.08.1997 To 01.09.1998	Pay receipt
Ext.W9	22.08.1998	Letter of JTO
Ext.W10	25.08.1998	Gate Pass
Ext.W11	12.10.1998	Letter of JTO
Ext.W12	28.01.1999	Cash making over to the petitioner
Ext.W13	04.07.1999	T.M Diary
Ext.W14	02.06.2000	Letter of the petitioner to the Management
Ext.W15	21.07.2000	Letter of the respondent to the petitioner
Ext.W16	29.09.2000	Letter of the respondent on regularization of casual Labour
Ext.W17	29.09.2000	Letter of the respondent on conversion of casual Labour
Ext.W18	24.08.2002 To 08.08.2004	Delivery docket
Ext.W19	03.05.2000	Order in OA No. 176 of 1999
Ext.W20	-	Bye-laws of the Union
Ext.W21	30/31 Oct'2001	Resolution of the union

On the Management's side

Ext.No.	Date	Description
Ext.M1	22.03.1999	Petitioner entered Agreement with the DOT for sweeping cleaning etc.
Ext.M2	05.04.1999	Order passed by the Hon'ble CAT Madras in O.A.336/1996
Ext.M3	27.03.2000	Petitioner entered Agreement with the DOT for Sweeping, cleaning etc.
Ext.M4	03.05.2000	Order passed by the Honble CAT Madras in O.A.176/1999
Ext.M5	03.05.2000	Letter from C.S.C.T.O to J.T.O reg.payment
Ext.M6	02.06.2000	Representation made by Sh.P.Ramamurthy to the SSTT(A) CTO Chennai-1
Ext.M7	21.07.2000	Reply given by the Department to Sh. P. Ramamoorthy
Ext.M8	25.08.2000	DOT circular with annexure
Ext.M9	April 2001	Letter from C.S. CTO Chennai- to JTO I/C Chengalpet regarding payment
Ext.M10	07.04.2001	Petitioner entered agreement with the DOT for sweeping cleaning etc.
Ext.M11	28.03.2002	Petitioner entered agreement with the DOT for sweeping cleaning etc.
Ext.M12	26.04.2002	Letter from C.S. CTO Chennai-1 to JTO I/C Chengalpet regarding payment
Ext.M13	04.10.2002	DOT notification regarding recognition of Union
Ext.M14	10.10.2002	DOT notification regarding recognition of Union
Ext.M15	06.01.2003	Order passed by the Hon'ble High of Andhra Pradesh in Review PMP/316/2002 in WP.19832/2002

नई दिल्ली, 17 अप्रैल, 2017

का.आ. 1074.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ब्रिटिश एअरवेज इण्डिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, नई दिल्ली के पंचाट (संदर्भ संख्या 141/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17.04.2017 को प्राप्त हुआ था।

[सं. एल-11012/18/2015-आई.आर. (सीएम-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 17th April, 2017

S.O. 1074.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, New Delhi (Ref. No. 141 of 2015) as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. British Airways India and their workmen, which was received by the Central Government on 17.04.2017.

[No. L-11012/18/2015-IR (CM-I)]

M. K. SINGH, Section Officer

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 1, KARKARDOOMA COURT COMPLEX, DELHI

ID No. 141/2015

The President,
British Airways Plc Employees Union (EAUU),
Room No. 25, IGI Airport, Terminal II,
New Delhi 110-037

...Workman

Versus

The Area Commercial Manager,
M/s. British Airways India,
C/o HL-2, 5th Floor,
IGI Airport, Terminal III,
New Delhi – 110 037

...Management

AWARD

Central Government, vide letter No. L-11012/18/2015-IR(CM-I), dated 01.06.2015, referred the following industrial dispute to this Tribunal for adjudication:

“Whether the action of the management of British Airways in paying bonus (Employees Reward Program) to the employees of the Company in India at a rate less than that paid to the employees of the Company in U.K. is legal and justified? To what relief are the workmen of the Company in India entitled to?”

2. In the reference order, the appropriate Government commanded the parties to the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, the claimant union opted not to file their claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the claimant union as well as the management. Neither the postal article, referred above, was received back nor was it observed by the Tribunal that postal services remained affected in the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the claimant union. Despite service of the notice, claimant union opted to abstain away from the proceedings. No claim statement was filed on their behalf. Thus, it was clear that the claimant union was not interested in adjudication of the reference on merits.

4. Since the claimant union neither put in their appearance nor did they lead any evidence so as to prove their cause against the management, as such, this Tribunal passed a ‘No dispute/claim’ award on 08.10.2015. However, on 27.10.2015, before publication of the award, an application was moved by the workman union under Section 17A(2)

of the Industrial Disputes Act, 1947 for recall of the award dated 08.10.2015 as non-appearance of the workmen through Federation of British Airways Employees Unions was due to miscommunication of the court notice and subsequent lack of co-ordination between the Unions across India as the dispute relates to all over India.

5. Notice of the application was sent to the respondent management, who filed reply thereto, wherein it was alleged that the workmen union has failed to give sufficient cause of non-appearance on the dates of hearing. Reason given in the application is not sufficient cause for recalling the above order. Reliance was placed upon the case of 'Parimal Vs. Veena Bharti', wherein it has been observed as under:

9. "Sufficient Cause" is an expression which has been used in large number of Statutes. The meaning of the word "sufficient" is "adequate" or "enough", in as much as may be necessary to answer the purpose intended. Therefore, word "sufficient" embraces no more than that which provides a platitude which when the act done suffices to accomplish the purpose intended in the facts and circumstances existing in a case and duly examined from the view point of a reasonable standard of a cautious man. In this context, "sufficient cause" means that party had not acted in a negligent manner or there was a want of bona fide on its part in view of the facts and circumstances of a case or the party cannot be alleged to have been "not acting diligently" or "remaining inactive". However, the facts and circumstances of each case must afford sufficient ground to enable the Court concerned to exercise discretion for the reason that whenever the court exercises discretion, it has to be exercised judiciously.

10. [In Arjun Singh v. Mohindra Kumar & Ors.](#), AIR 1964 SC 993, this Court observed that every good cause is a sufficient cause and must offer an explanation for non-appearance. The only difference between a "good cause" and "sufficient cause" is that the requirement of a good cause is complied with on a lesser degree of proof than that of a "sufficient cause"

6. Further, the management also alleged that the workmen should have been vigilant as they had failed to appear on 14.08.2015 and 07.10.2015. Consequently, the court has rightly passed the award, which cannot be now set aside or recalled.

7. Arguments on the application were advanced by Shri B.K. Prasad, A/R for the claimant and Shri Ravi Mishra, A/R for the management.

8. Undisputedly, in the present case, award was passed on 08.10.2015. It is clear from perusal of the notification dated 26.10.2015 that the award was published by the Central Government on 26.10.2015. However, the application was filed on 15.10.2015, i.e. before the publication.

9. The vital question which required determination in the case in hand was as to whether there is sufficient cause to set aside/recall the order passed by this Tribunal. It was clear from the averments contained in the application that no specific reason has been assigned by the workmen herein as to why they were absent on the dates of hearing fixed by this Court. Workmen have simply stated that due to miscommunication they could not attend the hearing. However, this Tribunal cannot ignore the fact that strict principles of pleadings are not applicable in the proceedings before a Labour Court or Tribunal and the court is required to take a rational and logical view of the circumstances of the case. There is hardly any dispute with the proposition of law enunciated in the ruling mentioned above relied on behalf of the management. However, Hon'ble Apex Court in a number of causes have observed that the expression 'sufficient cause' as used in Section 5 of the Labour Act should receive a liberal interpretation and is not to be applied so strictly so as to defeat the legitimate claims of the parties on trivial grounds. Equally settled is the law that both the parties should be given fair opportunity to contest their claims on merits. Admittedly, in the case in hand, application for recall/setting aside of the award has been moved before publication of the award on 26.10.2015. Hon'ble Apex Court in the case of Sangham Tape Company Vs. Hans Raj (2004 Suppl.1 AD SC 446) while considering question of setting aside of the award passed by the Tribunal almost under similar circumstances observed that the Labour Court has no jurisdiction to set aside ex-parte award after lapse of period of 30 days. However, when application has been filed within a period of 30 days of publication of the award, situation would be different. In the said case, strong reliance has been placed in the case of Grindlays Bank vs Central Government Industrial Tribunal (1980 Supp. SCC 420) and JK Synthetics Ltd. Vs. Collector of Central Excise (1996 (6) SCC 92). In Grindlays Bank, the Hon'ble Apex Court dealt with provisions of Section 11 of the Industrial Disputes Act read with Rule 22, wherein it is provided that Labour Courts or Tribunals shall follow such procedure as deemed fit. No doubt the language of Rule 22 of the ID Act unequivocally makes jurisdiction of the Tribunal to render an ex-parte award if a party to the case does not attend the proceedings despite due notice. However, if there is sufficient cause for the absence of such a party, Tribunal is required to take an sympathetic and holistic view of the matter and power to set aside/recall such an ex-parte award is inherent in the Tribunal. Further, the Tribunal can exercise all incidental and ancillary powers as it has powers of the civil court to pass appropriate orders to meet the ends of justice. In view of this and in the larger interest of justice, award dated 08.10.2015 was recalled and workman union was once again afforded opportunity to file their statement of claim. However, despite affording three opportunities, workman union failed to file its claim statement. Hence, this

Tribunal is once again constrained to pass a 'No Dispute/Claim' award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated : November 24, 2016

A. C. DOGRA, Presiding Officer

नई दिल्ली, 17 अप्रैल, 2017

का.आ. 1075.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इण्डिया एअरलाइन्स लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, नई दिल्ली के पंचाट (संदर्भ संख्या 72/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17.04.2017 को प्राप्त हुआ था।

[सं. एल-20013/2/2017-आईआर (सी-I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 17th April, 2017

S.O. 1075.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, New Delhi (Ref. No. 72 of 2013) as shown in Annexure, in the industrial dispute between the employers in relation to the management of M/s. India Airlines Ltd. and their workmen, which was received by the Central Government on 17.04.2017.

[No. L-20013/2/2017-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 1, KARKARDOOMA COURT COMPLEX, DELHI

ID No. 72/2013

Shri Rajesh Kumar,
S/o Shri Hari Chander,
C/o Airport Employees Union (Regd.),
BTR Bhawan, Rouse Avenue,
New Delhi – 110 002

...Workman

Versus

- i. M/s. Rainbow Landscapes and Horticulture Services,
Horticulture Services,
A – 6/IV, Naraina Vihar,
Ring Road, New Delhi 110 028
- ii. M/s. National Aviation Company of India Ltd. (NACIL),
Through Indian Airlines Ltd.,
Personnel Department, Northern Region,
IGI Airport Terminal I,
New Delhi – 110 037

...Management

AWARD

A contract labour filed an industrial dispute under sub-section (2) of Section 2A of the Industrial Disputes Act, 1947 (in short the Act), pleading therein that the initially he was employed as a mali by Rainbow Landscapes and Horticulture Services with effect from 04.06.1998 for the work of National Aviation Company of India Ltd. (NACIL). His services were illegally and unjustifiably terminated orally with effect from 08.11.2010. The claimant worked continuously till the date of his termination and his last drawn wages was Rs. 5278.00. The claimant was given benefits of minimum wages, ESI and PF. No one months notice or pay in lieu thereof or retrenchment compensation, gratuity amount etc. was given to her. Demand notice dated 05/14.10.2011 was sent to Rainbow Landscapes and Horticulture Services seeking reinstatement with full back wages. Management did not respond to the said notice. Thereafter, the claimant approached the Conciliation Officer for relief, but due to the adamant attitude of the management, matter could not be resolved. He claims reinstatement in service of his employer, the contractor, with continuity and full back wages.

2. Claim was resisted by Rainbow Landscapes and Horticulture Services taking various preliminary objections, including on the grounds that they had never terminated services of the claimant at any point of time but in fact the claimant was absenting from duty with effect from 08.11.2010 unauthorizedly, claimant not responding to the notices sent to him, lack of jurisdiction by this Tribunal etc. Further, it has been averred that National Aviation Company of India Ltd. (NACIL) had awarded contract to Rainbow Landscapes and Horticulture Services for planting trees and maintaining the green land. On merits, management has denied the material averments contained therein.

3. Reply was filed by National Aviation Company of India Ltd. (NACIL), who have also taken various preliminary objections, i.e. of the answering management not having any role in appointment or termination of the claimant herein, contract being awarded to Rainbow Landscapes and Horticulture Services for maintenance of grass, plants, trees and shrubs etc through service contract. Management No. 2 has denied the material averments contained in the statement of claim.

4. From the pleadings of the parties, my learned predecessor vide order dated 19.08.2013, framed the following issues:

- (i) Whether claimant absented himself from his duties with effect from 08.11.2010 and failed to respond to the notice sent by M/s. Rainbow Landscape Horticulture Services? If yes, its effects.
- (ii) Whether claimant is entitled to relief of reinstatement in the services of M/s. Rainbow Landscape Horticulture Services?

5. Vide order dated 17.07.2015, on the application of National Aviation Company of India Ltd. (NACIL), following additional issues were framed and the case was listed for evidence of the claimant:

- (ii-a) Whether any demand notice was served on Defendant No. 2 before approaching this Tribunal?
- (ii-b) Whether there is employer-employee relationship between the claimants and the management, as alleged?

6. In the meanwhile, parties stated that they intended to take steps for settlement. Good sense prevailed and the dispute was settled in the Lok Adalat between the parties amicably. In view of these facts that the parties had settled their dispute amicably, there remains no occasion to adjudicate the issues referred above.

7. Claimant made a statement to the effect that he was willing to accept Rs. 60, 000.00 from Rainbow Landscapes and Horticulture Services towards full and final settlement of his claim for reinstatement in service, notice pay, retrenchment compensation, gratuity, other benefits, if any. Now, the claimant does not have any surviving dispute with any of the managements and the matter has been disposed of amicably between the parties. Statement of the claimant has been separately recorded. The receipt of full and final settlement, Ex.C-I, shall form integral part of the award. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

Dated : March 20, 2017

A. C. DOGRA, Presiding Officer

नई दिल्ली, 17 अप्रैल, 2017

का.आ. 1076.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इण्डिया एअरलाईन्स लिमिटेड के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, नई दिल्ली के पंचाट (संदर्भ संख्या 70/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17.04.2017 को प्राप्त हुआ था।

[सं. एल-20013/2/2017-आई.आर. (सी-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 17th April, 2017

S.O. 1076.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, New Delhi (Ref. No. 70 of 2013) as shown in Annexure, in the industrial dispute between the employers in relation to the management of M/s. India Airlines Ltd. and their workmen, which was received by the Central Government on 17.04.2017.

[No. L-20013/2/2017-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE**IN THE COURT OF SHRI AVTAR CHAND DOGRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 1, KARKARDOOMA COURT COMPLEX, DELHI****ID No. 70/2013**

Shri Naresh Kumar,
S/o Shri Beg Raj,
C/o Airport Employees Union (Regd.),
BTR Bhawan, Rouse Avenue,
New Delhi – 110 002

...Workman

Versus

- i. M/s. Rainbow Landscapes and Horticulture Services,
Horticulture Services,
A – 6/IV, Naraina Vihar,
Ring Road, New Delhi 110 028
- ii. M/s. National Aviation Company of India Ltd. (NACIL),
Through Indian Airlines Ltd.,
Personnel Department, Northern Region,
IGI Airport Terminal I,
New Delhi – 110 037

...Management

AWARD

A contract labour filed an industrial dispute under sub-section (2) of Section 2A of the Industrial Disputes Act, 1947 (in short the Act), pleading therein that the initially he was employed as a mali by Rainbow Landscapes and Horticulture Services with effect from 04.06.1998 for the work of National Aviation Company of India Ltd. (NACIL). His services were illegally and unjustifiably terminated orally with effect from 08.11.2010. The claimant worked continuously till the date of his termination and his last drawn wages was Rs. 5278.00. The claimant was given benefits of minimum wages, ESI and PF. No one months notice or pay in lieu thereof or retrenchment compensation, gratuity amount etc. was given to her. Demand notice dated 05/14.10.2011 was sent to Rainbow Landscapes and Horticulture Services seeking reinstatement with full back wages. Management did not respond to the said notice. Thereafter, the claimant approached the Conciliation Officer for relief, but due to the adamant attitude of the management, matter could not be resolved. He claims reinstatement in service of his employer, the contractor, with continuity and full back wages

2. Claim was resisted by Rainbow Landscapes and Horticulture Services taking various preliminary objections, including on the grounds that they had never terminated services of the claimant at any point of time but in fact the claimant was absenting from duty with effect from 08.11.2010 unauthorizedly, claimant not responding to the notices sent to him, lack of jurisdiction by this Tribunal etc. Further, it has been averred that National Aviation Company of India Ltd. (NACIL) had awarded contract to Rainbow Landscapes and Horticulture Services for planting trees and maintaining the green land. On merits, management has denied the material averments contained therein.

3. Reply was filed by National Aviation Company of India Ltd. (NACIL), who have also taken various preliminary objections, i.e. of the answering management not having any role in appointment or termination of the claimant herein, contract being awarded to Rainbow Landscapes and Horticulture Services for maintenance of grass, plants, trees and shrubs etc through service contract. Management No. 2 has denied the material averments contained in the statement of claim.

4. From the pleadings of the parties, my learned predecessor vide order dated 19.08.2013, framed the following issues:

- (i) Whether claimant absented himself from his duties with effect from 08.11.2010 and failed to respond to the notice sent by M/s. Rainbow Landscape Horticulture Services? If yes, its effects.
- (ii) Whether claimant is entitled to relief of reinstatement in the services of M/s. Rainbow Landscape Horticulture Services?

5. Vide order dated 17.07.2015, on the application of National Aviation Company of India Ltd. (NACIL), following additional issues were framed and the case was listed for evidence of the claimant:

- (ii-a) Whether any demand notice was served on Defendant No. 2 before approaching this Tribunal?

- (ii-b) Whether there is employer-employee relationship between the claimants and the management, as alleged?

6. In the meanwhile, parties stated that they intended to take steps for settlement. Good sense prevailed and the dispute was settled in the Lok Adalat between the parties amicably. In view of these facts that the parties had settled their dispute amicably, there remains no occasion to adjudicate the issues referred above.

7. Claimant made a statement to the effect that he was willing to accept Rs. 52, 000.00 from Rainbow Landscapes and Horticulture Services towards full and final settlement of his claim for reinstatement in service, notice pay, retrenchment compensation, gratuity, other benefits, if any. Now, the claimant does not have any surviving dispute with any of the managements and the matter has been disposed of amicably between the parties. Statement of the claimant has been separately recorded. The receipt of full and final settlement, Ex.C-I, shall form integral part of the award. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

Dated : March 20, 2017

A. C. DOGRA, Presiding Officer

नई दिल्ली, 17 अप्रैल, 2017

का.आ. 1077.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इण्डिया एअरलाइन्स लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, नई दिल्ली के पंचाट (संदर्भ संख्या 69/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17.04.2017 को प्राप्त हुआ था।

[सं. एल-20013/2/2017-आई.आर. (सी-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 17th April, 2017

S.O. 1077.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, New Delhi (Ref. No. 69 of 2013) as shown in Annexure, in the industrial dispute between the employers in relation to the management of M/s. India Airlines Ltd. and their workmen, which was received by the Central Government on 17.04.2017.

[No. L-20013/2/2017-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 1, KARKARDOOMA COURT COMPLEX, DELHI

ID No. 69/2013

Shri Dinesh Choudhary,
S/o Shri Sukhdev Choudhary,
C/o Airport Employees Union (Regd.),
BTR Bhawan, Rouse Avenue,
New Delhi – 110 002

...Workman

Versus

- i. M/s. Rainbow Landscapes and Horticulture Services,
Horticulture Services,
A – 6/IV, Naraina Vihar,
Ring Road, New Delhi 110 028
- ii. M/s. National Aviation Company of India Ltd. (NACIL),
Through Indian Airlines Ltd.,
Personnel Department, Northern Region,
IGI Airport Terminal I,
New Delhi – 110 037

...Management

AWARD

A contract labour filed an industrial dispute under sub-section (2) of Section 2A of the Industrial Disputes Act, 1947 (in short the Act), pleading therein that the initially he was employed as a mali by Rainbow Landscapes and Horticulture Services with effect from 09.05.1998 for the work of National Aviation Company of India Ltd. (NACIL). His services were illegally and unjustifiably terminated orally with effect from 08.11.2010. The claimant worked continuously till the date of his termination and his last drawn wages was Rs. 5278.00. The claimant was given benefits of minimum wages, ESI and PF. No one months notice or pay in lieu thereof or retrenchment compensation, gratuity amount etc. was given to her. Demand notice dated 05/14.10.2011 was sent to Rainbow Landscapes and Horticulture Services seeking reinstatement with full back wages. Management did not respond to the said notice. Thereafter, the claimant approached the Conciliation Officer for relief, but due to the adamant attitude of the management, matter could not be resolved. He claims reinstatement in service of his employer, the contractor, with continuity and full back wages

2. Claim was resisted by Rainbow Landscapes and Horticulture Services taking various preliminary objections, including on the grounds that they had never terminated services of the claimant at any point of time but in fact the claimant was absenting from duty with effect from 08.11.2010 unauthorizedly, claimant not responding to the notices sent to him, lack of jurisdiction by this Tribunal etc. Further, it has been averred that National Aviation Company of India Ltd. (NACIL) had awarded contract to Rainbow Landscapes and Horticulture Services for planting trees and maintaining the green land. On merits, management has denied the material averments contained therein.

3. Reply was filed by National Aviation Company of India Ltd. (NACIL), who have also taken various preliminary objections, i.e. of the answering management not having any role in appointment or termination of the claimant herein, contract being awarded to Rainbow Landscapes and Horticulture Services for maintenance of grass, plants, trees and shrubs etc through service contract. Management No. 2 has denied the material averments contained in the statement of claim.

4. From the pleadings of the parties, my learned predecessor vide order dated 19.08.2013, framed the following issues:

- (i) Whether claimant absented himself from his duties with effect from 08.11.2010 and failed to respond to the notice sent by M/s. Rainbow Landscape Horticulture Services? If yes, its effects.
- (ii) Whether claimant is entitled to relief of reinstatement in the services of M/s. Rainbow Landscape Horticulture Services?

5. Vide order dated 17.07.2015, on the application of National Aviation Company of India Ltd. (NACIL), following additional issues were framed and the case was listed for evidence of the claimant:

- (ii-a) Whether any demand notice was served on Defendant No. 2 before approaching this Tribunal?
- (ii-b) Whether there is employer-employee relationship between the claimants and the management, as alleged?

6. In the meanwhile, parties stated that they intended to take steps for settlement. Good sense prevailed and the dispute was settled in the Lok Adalat between the parties amicably. In view of these facts that the parties had settled their dispute amicably, there remains no occasion to adjudicate the issues referred above.

7. Claimant made a statement to the effect that he was willing to accept Rs. 60, 000.00 from Rainbow Landscapes and Horticulture Services towards full and final settlement of his claim for reinstatement in service, notice pay, retrenchment compensation, gratuity, other benefits, if any. Now, the claimant does not have any surviving dispute with any of the managements and the matter has been disposed of amicably between the parties. Statement of the claimant has been separately recorded. The receipt of full and final settlement, Ex.C-I, shall form integral part of the award. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

Dated : March 20, 2017

A. C. DOGRA, Presiding Officer

नई दिल्ली, 17 अप्रैल, 2017

का.आ. 1078.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इण्डिया एअरलाईन्स लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार

औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, नई दिल्ली के पंचाट (संदर्भ संख्या 68/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17.04.2017 को प्राप्त हुआ था।

[सं. एल-20013/2/2017-आई.आर. (सी-I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 17th April, 2017

S.O. 1078.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, New Delhi (Ref. No. 68 of 2013) as shown in Annexure, in the industrial dispute between the employers in relation to the management of M/s. India Airlines Ltd. and their workmen, which was received by the Central Government on 17.04.2017.

[No. L-20013/2/2017-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 1, KARKARDOOMA COURT COMPLEX, DELHI

ID No. 68/2013

Shri Mange Ram,
S/o Shri Beg Raj,
C/o Airport Employees Union (Regd.),
BTR Bhawan, Rouse Avenue,
New Delhi – 110 002

...Workman

Versus

- i. M/s. Rainbow Landscapes and Horticulture Services,
Horticulture Services,
A – 6/IV, Naraina Vihar,
Ring Road, New Delhi 110 028
- ii. M/s. National Aviation Company of India Ltd. (NACIL),
Through Indian Airlines Ltd.,
Personnel Department, Northern Region,
IGI Airport Terminal I,
New Delhi – 110 037

...Management

AWARD

A contract labour filed an industrial dispute under sub-section (2) of Section 2A of the Industrial Disputes Act, 1947 (in short the Act), pleading therein that the initially he was employed as a mali by Rainbow Landscapes and Horticulture Services with effect from 01.09.1999 for the work of National Aviation Company of India Ltd. (NACIL). His services were illegally and unjustifiably terminated orally with effect from 08.11.2010. The claimant worked continuously till the date of his termination and his last drawn wages was Rs. 5278.00. The claimant was given benefits of minimum wages, ESI and PF. No one months notice or pay in lieu thereof or retrenchment compensation, gratuity amount etc. was given to her. Demand notice dated 05/14.10.2011 was sent to Rainbow Landscapes and Horticulture Services seeking reinstatement with full back wages. Management did not respond to the said notice. Thereafter, the claimant approached the Conciliation Officer for relief, but due to the adamant attitude of the management, matter could not be resolved. He claims reinstatement in service of his employer, the contractor, with continuity and full back wages

2. Claim was resisted by Rainbow Landscapes and Horticulture Services taking various preliminary objections, including on the grounds that they had never terminated services of the claimant at any point of time but in fact the claimant was absenting from duty with effect from 08.11.2010 unauthorizedly, claimant not responding to the notices sent to him, lack of jurisdiction by this Tribunal etc. Further, it has been averred that National Aviation Company of

India Ltd. (NACIL) had awarded contract to Rainbow Landscapes and Horticulture Services for planting trees and maintaining the green land. On merits, management has denied the material averments contained therein.

3. Reply was filed by National Aviation Company of India Ltd. (NACIL), who have also taken various preliminary objections, i.e. of the answering management not having any role in appointment or termination of the claimant herein, contract being awarded to Rainbow Landscapes and Horticulture Services for maintenance of grass, plants, trees and shrubs etc through service contract. Management No. 2 has denied the material averments contained in the statement of claim.

4. From the pleadings of the parties, my learned predecessor vide order dated 19.08.2013, framed the following issues:

- (i) Whether claimant absented himself from his duties with effect from 08.11.2010 and failed to respond to the notice sent by M/s. Rainbow Landscape Horticulture Services? If yes, its effects.
- (ii) Whether claimant is entitled to relief of reinstatement in the services of M/s. Rainbow Landscape Horticulture Services?

5. Vide order dated 17.07.2015, on the application of National Aviation Company of India Ltd. (NACIL), following additional issues were framed and the case was listed for evidence of the claimant:

- (ii-a) Whether any demand notice was served on Defendant No. 2 before approaching this Tribunal?
- (ii-b) Whether there is employer-employee relationship between the claimants and the management, as alleged?

6. In the meanwhile, parties stated that they intended to take steps for settlement. Good sense prevailed and the dispute was settled in the Lok Adalat between the parties amicably. In view of these facts that the parties had settled their dispute amicably, there remains no occasion to adjudicate the issues referred above.

7. Claimant made a statement to the effect that he was willing to accept Rs. 58, 000.00 from Rainbow Landscapes and Horticulture Services towards full and final settlement of his claim for reinstatement in service, notice pay, retrenchment compensation, gratuity, other benefits, if any. Now, the claimant does not have any surviving dispute with any of the managements and the matter has been disposed of amicably between the parties. Statement of the claimant has been separately recorded. The receipt of full and final settlement, Ex.C-I, shall form integral part of the award. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

Dated : March 20, 2017

A. C. DOGRA, Presiding Officer

नई दिल्ली, 17 अप्रैल, 2017

का.आ. 1079.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इण्डिया एअरलाइन्स लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, नई दिल्ली के पंचाट (संदर्भ संख्या 71/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17.04.2017 को प्राप्त हुआ था।

[सं. एल-20013/2/2017-आई.आर. (सी-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 17th April, 2017

S.O. 1079.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, New Delhi (Ref. No. 71 of 2013) as shown in Annexure, in the industrial dispute between the employers in relation to the management of M/s. India Airlines Ltd. and their workmen, which was received by the Central Government on 17.04.2017.

[No. L-20013/2/2017-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE**IN THE COURT OF SHRI AVTAR CHAND DOGRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 1, KARKARDOOMA COURT COMPLEX, DELHI****ID No. 71/2013**

Shri Prabhash Kumar Choudhary,
S/o Shri Surender Kumar,
C/o Airport Employees Union (Regd.),
BTR Bhawan, Rouse Avenue,
New Delhi – 110 002

...Workman

Versus

- i. M/s. Rainbow Landscapes and Horticulture Services,
Horticulture Services,
A – 6/IV, Naraina Vihar,
Ring Road, New Delhi 110 028
- ii. M/s. National Aviation Company of India Ltd. (NACIL),
Through Indian Airlines Ltd.,
Personnel Department, Northern Region,
IGI Airport Terminal I,
New Delhi – 110 037

...Management

AWARD

A contract labour filed an industrial dispute under sub-section (2) of Section 2A of the Industrial Disputes Act, 1947 (in short the Act), pleading therein that the initially he was employed as a mali by Rainbow Landscapes and Horticulture Services with effect from 05.05.1998 for the work of National Aviation Company of India Ltd. (NACIL). His services were illegally and unjustifiably terminated orally with effect from 08.11.2010. The claimant worked continuously till the date of his termination and his last drawn wages was Rs. 5278.00. The claimant was given benefits of minimum wages, ESI and PF. No one months notice or pay in lieu thereof or retrenchment compensation, gratuity amount etc. was given to her. Demand notice dated 05/14.10.2011 was sent to Rainbow Landscapes and Horticulture Services seeking reinstatement with full back wages. Management did not respond to the said notice. Thereafter, the claimant approached the Conciliation Officer for relief, but due to the adamant attitude of the management, matter could not be resolved. He claims reinstatement in service of his employer, the contractor, with continuity and full back wages

2. Claim was resisted by Rainbow Landscapes and Horticulture Services taking various preliminary objections, including on the grounds that they had never terminated services of the claimant at any point of time but in fact the claimant was absenting from duty with effect from 08.11.2010 unauthorizedly, claimant not responding to the notices sent to him, lack of jurisdiction by this Tribunal etc. Further, it has been averred that National Aviation Company of India Ltd. (NACIL) had awarded contract to Rainbow Landscapes and Horticulture Services for planting trees and maintaining the green land. On merits, management has denied the material averments contained therein.

3. Reply was filed by National Aviation Company of India Ltd. (NACIL), who have also taken various preliminary objections, i.e. of the answering management not having any role in appointment or termination of the claimant herein, contract being awarded to Rainbow Landscapes and Horticulture Services for maintenance of grass, plants, trees and shrubs etc through service contract. Management No. 2 has denied the material averments contained in the statement of claim.

4. From the pleadings of the parties, my learned predecessor vide order dated 19.08.2013, framed the following issues:

- (i) Whether claimant absented himself from his duties with effect from 08.11.2010 and failed to respond to the notice sent by M/s. Rainbow Landscape Horticulture Services? If yes, its effects.
- (ii) Whether claimant is entitled to relief of reinstatement in the services of M/s. Rainbow Landscape Horticulture Services?

5. Vide order dated 17.07.2015, on the application of National Aviation Company of India Ltd. (NACIL), following additional issues were framed and the case was listed for evidence of the claimant:

- (ii-a) Whether any demand notice was served on Defendant No. 2 before approaching this Tribunal?
- (ii-b) Whether there is employer-employee relationship between the claimants and the management, as alleged?

6. In the meanwhile, parties stated that they intended to take steps for settlement. Good sense prevailed and the dispute was settled in the Lok Adalat between the parties amicably. In view of these facts that the parties had settled their dispute amicably, there remains no occasion to adjudicate the issues referred above.

7. Claimant made a statement to the effect that he was willing to accept Rs. 60, 000.00 from Rainbow Landscapes and Horticulture Services towards full and final settlement of his claim for reinstatement in service, notice pay, retrenchment compensation, gratuity, other benefits, if any. Now, the claimant does not have any surviving dispute with any of the managements and the matter has been disposed of amicably between the parties. Statement of the claimant has been separately recorded. The receipt of full and final settlement, Ex.C-I, shall form integral part of the award. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

Dated : March 20, 2017

A. C. DOGRA, Presiding Officer

नई दिल्ली, 17 अप्रैल, 2017

का.आ. 1080.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सीसीएल के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 03/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17.04.2017 को प्राप्त हुआ था।

[सं. एल-20012/385/2001-आईआर (सी-I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 17th April, 2017

S.O. 1080.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 03 of 2002) as shown in Annexure, in the industrial dispute between the employers in relation to the management of M/s. CCL and their workmen, which was received by the Central Government on 17.04.2017.

[No. L-20012/385/2001-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of reference U/S 10(1) (d) (2A) of I.D. Act, 1947

Reference No. 03 of 2002

Employer in relation to the management of Sirka Colliery of M/s. CCL

AND

Their workmen

Present : Shri R.K. Saran, Presiding Officer

Appearances:

For the Employers : Shri D.K. Verma, Advocate

For the Workman : None

State : Jharkhand

Industry : Coal

Dated 14/03/2017

AWARD

By order No. L-20012/385/2001-IR(C-I) dated 10/01/2001, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of CCL, Sirka Colliery, in refusing to pay wages to Shri S.D. Singh, Foreman in Lieu of the refused leave is just and proper? If not, to what relief the concerned workman entitled?”

2. After receipt of the reference, both parties are noticed. None appears on behalf of the Union. Case remains pending. It is felt that the disputes between the parties have been resolved in the meantime. Hence No Dispute Award is passed. Communicate.

R. K. SARAN, Presiding Officer

नई दिल्ली, 17 अप्रैल, 2017

का.आ. 1081.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बीसीसीएल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 19/1998) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17.04.2017 को प्राप्त हुआ था।

[सं. एल-20012/645/1997-आईआर (सी-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 17th April, 2017

S.O. 1081.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 19 of 1998) as shown in Annexure, in the industrial dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 17.04.2017.

[No. L-20012/645/1997-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of reference U/S 10(1) (d) (2A) of I.D. Act, 1947

Reference No. 19 of 1998

Employer in relation to the management of Moonidih Project of M/s. BCCL

AND

Their workmen

Present : Shri R.K. Saran, Presiding Officer

Appearances:

For the Employers : None

For the Workman : None

State : Jharkhand

Industry : Coal

Dated 16/03/2017

AWARD

By order No. L-20012/645/1997-IR(C-I) dated 24/04/1998, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management in dismissing Shri Arjun Pandey, Miner/Loader of moonidih Project is justified? If not, to what relief is the concerned workman entitled?”

2. After receipt of the reference, both parties are noticed. But appearing for certain dates none appears subsequently. Case remains pending. It is felt that the disputes between the parties have been resolved in the meantime. Hence No Dispute Award is passed. Communicate.

R. K. SARAN, Presiding Officer

नई दिल्ली, 17 अप्रैल, 2017

का.आ. 1082.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार टिस्को लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 124/1995) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17.04.2017 को प्राप्त हुआ था।

[सं. एल-20012/411/1994-आईआर (सी-I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 17th April, 2017

S.O. 1082.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 124 of 1995) as shown in Annexure, in the industrial dispute between the employers in relation to the management of M/s. TISCO Ltd. and their workmen, which was received by the Central Government on 17.04.2017.

[No. L-20012/411/1994-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of reference U/S 10(1) (d) (2A) of I.D. Act, 1947

Reference No. 03 of 2002

Employer in relation to the management of M/s. TISCO Ltd.

AND

Their workmen

Present : Shri R.K. Saran, Presiding Officer

Appearances:

For the Employers : Shri D.K. Verma, Advocate

For the Workman : None

State : Jharkhand

Industry : Coal

Dated 16/03/2017

AWARD

By order No. L-20012/411/1994-IR(C-I) dated 10/10/1995, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of M/s. TISCO Ltd., in denying employment to Shri Tarkeshwar Prasad Rajak the grand-son of Shri Gurupado Dhobi is justified? If not, to what relief Shri Rajak is entitled?”

2. After receipt of the reference, both parties are noticed. But appearing for certain dates by the workman, none appears subsequently. Case remains pending. It is felt that the disputes between the parties have been resolved in the meantime. Hence No Dispute Award is passed. Communicate.

R. K. SARAN, Presiding Officer

नई दिल्ली, 17 अप्रैल, 2017

का.आ. 1083.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बीसीसीएल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार

औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 57/1995) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17.04.2017 को प्राप्त हुआ था।

[सं. एल-20012/258/1994-आईआर (सी-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 17th April, 2017

S.O. 1083.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 57 of 1995) as shown in Annexure, in the industrial dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 17.04.2017.

[No. L-20012/258/1994-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of reference U/S 10(1) (d) (2A) of I.D. Act, 1947

Reference No. 57 of 1995

Employer in relation to the management of Kusunda Area of M/s. BCCL

AND

Their workmen

Present : Shri R.K. Saran, Presiding Officer

Appearances:

For the Employers : None

For the Workman : None

State : Jharkhand

Industry : Coal

Dated 10/03/2017

AWARD

By order No. L-20012/258/1994-IR(C-I) dated 12/06/1995, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of M/s. BCCL, Kusunda Area No. VI in dismissing workman, Shri Radhekant Singh, Tripman w.e.f. 05/10/1989 is justified? If not, to what relief the concerned workman is entitled?”

2. After receipt of the reference, both parties are noticed. But appearing for certain dates none appears subsequently. Case remains pending. It is felt that the disputes between the parties have been resolved in the meantime. Hence No Dispute Award is passed. Communicate.

R. K. SARAN, Presiding Officer

नई दिल्ली, 17 अप्रैल, 2017

का.आ. 1084.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मुख्य महाप्रबंधक, दूरसंचार, बीएसएनएल, चेन्नई व अन्य एवं उनके कर्मचारी के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 325/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03.04.2017 को प्राप्त हुआ था।

[सं. एल-40011/52/2002-आईआर (डीयू)]

राजेन्द्र जोशी, उप निदेशक

New Delhi, the 17th April, 2017

S.O. 1084.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 325/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in Annexure, in the industrial dispute between the employers in relation to the Chief General Manager, BSNL, Chennai & others and their workman, which was received by the Central Government on 03.04.2017.

[No. L-40011/52/2002-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Wednesday, the 22nd March, 2017

Present : K.P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 325/2004

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Bharat Sanchar Nigam Ltd. And 2 Others and their workman)

BETWEEN :

The Circle Secretary : 1st Party/Petitioner Union
BSNL Employees Union
No. 3/71, 4th Street, Raghava Nagar
Madipakkam
Chennai-600091

AND

1. The Chief General Manager : 2nd Party/1st Respondent
BSNL, Tamilnadu Circle
Anna Salai
Chennai-600002
2. The Chairman & Managing Director : 2nd Party/2nd Respondent
BSNL, Sanchar Bhawan
New Delhi-110001
3. The General Manager, Telecom : 2nd Party/3rd Respondent
BSNL
K.K. District
Nagercoil

Appearance:

For the 1st Party/Petitioner Union : M/s. K.M. Ramesh, Advocates
For the 2nd Party/Respondents : Sri P. Srinivasan, Advocate

AWARD

The Central Government, Ministry of Labour & Employment *vide* its Order No. L-40011/52/2002-IR (DU) dated 05.03.2004 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the regularization of Sri C. Abinash and 92 Other workmen (list enclosed) are justified, if so, the relief they are entitled to?”

2. On receipt of the Industrial Dispute this Tribunal numbered it as ID 325/2004 and issued notices to both sides. Both sides entered appearance through their counsel and filed Claim and Counter Statement respectively.
3. The averments in the Claim Statement filed by the petitioner in brief are these:

The petitioner is a registered Trade Union having substantial number of permanent workmen working in BSNL as its members. The employees concerned in the dispute are doing line work. They were working under the control and supervision of the Respondents. The work done by the employees is perennial in nature. Sponsorship from Employment Exchange is not required for Class-IV employees. The concerned employees cannot be treated as contract employees. The so-called contract system is a sham one. Supervision and control over the concerned workmen were exercised by the officials of the Respondents and not the so-called Contractors. There are sanctioned posts for regularizing the employees concerned in this case. The Respondent establishment is one coming under the Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act. The concerned employees have completed more than 480 days in service and are to be made permanent. An award may be passed holding that the workmen are entitled to absorption in the service of the Respondents from the date of their joining service, along with continuity of service and attendant benefits.

4. The First Respondent has filed Counter Statement on behalf of other Respondents as well contending as below:

The petitioner has no *locus-standi* to espouse the cause of persons who are not employees of the Respondents. The petitioner is not a recognized union also. The Contractors have not been impleaded as parties. So the dispute is having the defect of non-joinder of parties also. The claim of the petitioner that the concerned workmen are doing the same work as done by regular employees, that the work is perennial in nature, that there is direct control and supervision by the Respondents, that the Contractors are Officers of the Respondents, etc. are denied as incorrect. The petitioner has admitted the workmen as contract labourers and at the same time deliberately described them as casual labourers. These are inconsistent pleas. It is denied that the concerned workmen are doing the line work. The allegation that the contract is sham is not correct. If the petitioner's claim that the workmen have worked for more than 480 days under the Contractor is true they are at liberty to claim permanency with the Contractor. The petitioner is not entitled to any relief.

5. The evidence in the case consists of oral evidence of WW1 and WW2 and MW1 and documents marked as Ext.W1 to Ext.W6 and Ext.M1 to Ext.M12.

6. **The point for consideration is:**

Whether the concerned workmen are entitled to absorption as claimed?

The Point

7. The petitioner union has raised the dispute on behalf of 93 workmen whose names and other details are given in the annexure to the Schedule of reference. The annexure gives the name of the place where the workmen have worked, the date on which they have started to work, the nature of work, etc. According to the petitioner, though these workmen are working through alleged Contractor, the Contractor changes often and the workmen continue in the same work. It is stated that the so-called contract system is a sham one intended to extract work on cheaper wage from the workmen. The workmen were said to be doing work which is perennial in nature. There is also a claim that all the workmen have completed 480 days of work within a period of 24 calendar months and are entitled to the benefit of Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act. Absorption of the workmen in the service of BSNL is claimed by the petitioner.

8. The petitioner has examined one of the workmen as WW1. This workman has given evidence on behalf of all the workmen named in the annexure to the Schedule of reference. WW2 is the Circle Treasurer of the Petitioner Union. His evidence is intended to prove that the Petitioner Union has locus-standi to raise the dispute. MW1, the Assistant General Manager has given evidence to substantiate the case of the Respondents that a contract system was in existence in the establishment and that there was ban on employing workmen directly.

9. WW1 has stated in his Proof Affidavit that all the workmen concerned in the case were employed in Nagercoil Telecom SSA and were working in different places under the SSA as Lineman. According to him, before the formation of BSNL, Department of Telecom was maintaining their register and was paying wages to them. They were getting wages fortnightly and sometimes monthly also. They are working not less than 8 hours a day. All of them have completed 480 days of continuous service in a period of 24 calendar months and should have been conferred with permanent status, WW1 has stated. The contract system through which they were working is said to be a sham one.

10. Out of 6 documents produced by the petitioner to substantiate the case, Ext.W2 is the annexure to the Schedule of reference, Ext.W4 is the bye-laws of the Petitioner Union and Ext.W5 is the resolution of the Union to take up the cause of the concerned workmen. Ext.W6 is the copy of certain questions before the Parliament regarding contract workmen. Thus, none of these are directly relevant in proving the case of any of the workmen concerned.

11. Ext.W1 and Ext.W3 are the only documents available in respect of any of the workmen concerned. Ext.W3 though described as salary particulars seems to be a certificate giving the names of certain employees including WW1 stating that they have worked from 1993 to 2004. But surprisingly the certificate does not state who has issued it. For

this very reason this is to be discarded. Ext.W1 is described as working particulars of WW1. It shows dates starting from July 1993. It is not a continuous one but shows different dates of different periods. However, one does not know if this is the document that has generated from the Office of the Respondents. It does not contain any seal of the establishment or any signature of the officials also. So this document also cannot be relied upon. Thus the evidence available in respect of WW1 is not sufficient to establish his case.

12. So far as the other workmen are concerned, there is total dearth of evidence. None of the workmen have come forward to give evidence. Documents are not available in respect of them also. Thus the petitioner has failed to establish the case set up by it.

In view of the above discussion the reference is answered against the petitioner. An Award is passed accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 22nd March, 2017)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner Union : WW1, Sri N.Manoharan
WW2, Sri K. Srinivasan

For the 2nd Party/Respondents : MW1, Sri L. George

Documents Marked:

On the petitioner's side

Ex.No.	Date	Description
Ext.W1	-	Working particulars
Ext.W2	-	Annexure in the 2(K) petition
Ext.W3	-	Salary particulars
Ext.W4	-	Bye-laws of the Union
Ext.W5	30/31 Oct'2001	Resolution of the union
Ext.W6	21.03.2006	Lok Sabha Admitted Provisional Starred Question Dy. No. 10145 for 19.12.2005 by Shri Ganesh Singh regarding regularization of contract Workers.

On the Management's side

Ext.No.	Date	Description
Ext.M1	24.12.1992	Copy of DOT, New Delhi letter no. 29-18/91-SRT dated 24.12.1992 addressed to CGMR, Calcutta Phones and Endorsement No. E.1/107/Blgs/92-93/3 dated TR-1 the 02.02.1993
Ext.M2	30.03.1985	Office of the Director General Posts & Telegraphs regarding ban order for recruitment of casual labours.
Ext.M3	25.07.1989	Letter from Chief General Manager, Telecommunications, Tamil Nadu Circle, Madras-600002 regarding eligibility of casual labour to become office bearer of the Unions
Ext.M4	-	Copy of Page 137 of Appendix 3 from P&T Manual Vol.III
Ext.M5	-	Copy of Appendix No. 3 – Preservation of Records
Ext.M6	05.11.2001	Letter from BSNL to All Chief General Managers regarding adoption of the existing Appointing Authorities in respect of absorption of Group C and D staff in BSNL
Ext.M7	-	Copy of Appendix 13A at Page 426 of Financial & Hand Book of P&T Rules which deals with Rule-331
Ext.M8	-	Copy of letter from CGM, Telecom, Chennai to all Subordinate Offices
Ext.M9	13.10.2005	Tender for HK & GS for NGC SDCA-Zone Awarding of Tender-reg

Ext.M10	30.12.2002	of Certificate of Registration Contract Labour (Regulation and Abolition) Act, 1970 and Central Rules, 1971-Grant-reg
Ext.M11	22.06.1995	Copy of the document of prescribed procedure to be followed by the Department in the appointment of Group "D" employees category.
Ext.M12	19.11.2005	Award of Tender.

नई दिल्ली, 17 अप्रैल, 2017

का.आ. 1085.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार महाप्रबंधक, दूरसंचार, बीएसएनएल तिरुनेलवेली एवं उनके कर्मचारी के प्रबंधन के संबंध निर्योजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 326/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03.04.2017 को प्राप्त हुआ था।

[सं. एल-40011/35/2003-आई.आर. (डीयू)]

राजेन्द्र जोशी, उप निदेशक

New Delhi, the 17th April, 2017

S.O. 1085.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 326/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in Annexure, in the industrial dispute between the employers in relation to the General Manager, Telecom, BSNL, Tirunelveli and their workman, which was received by the Central Government on 03.04.2017.

[No. L-40011/35/2003-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Wednesday, the 22nd March, 2017

Present : K.P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 326/2004

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Bharat Sanchar Nigam Ltd. and their workman)

BETWEEN :

The Circle Secretary : 1st Party/Petitioner Union
BSNL Employees Union
No. 3/71, 4th Street, Raghava Nagar
Madipakkam
Chennai-600091

AND

The General Manager, Telecom : 2nd Party/Respondent
BSNL, Department of Telecom
Bye Pass Road
Vannarpet
Tirunelveli-627003

Appearance:

For the 1st Party/Petitioner Union : M/s. K.M. Ramesh, Advocates
For the 2nd Party/Respondents : Sri P. Srinivasan, Advocate

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-40011/35/2003-IR (DU) dated 05.03.2004 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the demand of the Union for regularization of 60 Cable Joint Workers (list enclosed) who worked under BSNL, Tirunelveli is justified, if so the relief they are entitled to?”

2. On receipt of the Industrial Dispute this Tribunal numbered it as ID 326/2004 and issued notices to both sides. Both sides entered appearance through their counsel and filed Claim and Counter Statement respectively.

3. The averments in the Claim Statement filed by the petitioner in brief are these:

The petitioner is a Union registered under the Trade Unions Act. It has a substantial number of permanent workmen working in BSNL as its members. The workmen concerned in the ID are doing cable work. They are working through the alleged contractor. Even though the contractors change often the employees continue to be the same. All the employees concerned in the dispute are Class-IV employees for whom sponsorship from Employment Exchange is not required. The contract system is only a camouflage. The overall control of the so-called contract labour remains with the telecom department. There are regular sanctioned posts for regularizing the employees concerned in the case. The concerned workmen are entitled to be made permanent on completion of 480 days in a period of 24 calendar months. The workmen are entitled to be absorbed in the establishment from the date of their joining the service.

4. The Respondent has filed Counter Statement contending as below:

The Petitioner Union is not a representative Union of BSNL. Apart from that the Union was originally having membership of regular staff alone. The workmen concerned in the dispute are not members of the Petitioner Union. So the Union is not competent to represent them. The concerned workmen are not known to the Respondents. The petitioner has admitted that the concerned workmen are contract workmen. The work is supervised by the contractual agency. The Respondents pay bills to the concerned agency only. The petitioner has no *locus-standi* to espouse the cause of persons who are not employees of the Respondents. The Contractors were given work according to the work requirement only. BSNL is not responsible for the labourers employed by the Contractors. A regular set of staff is available for carrying out regular nature of work in BSNL. The work done by the contract workers are not perennial in nature. The petitioner is not entitled to any relief.

5. The evidence in the case consists of oral evidence of WW1 and WW2 and MW1 and documents marked as Ext.W1 to Ext.W7 and Ext.M1 to Ext.M13.

6. **The point for consideration is:**

Whether the concerned workmen are entitled to absorption as claimed?

The Point

7. The petitioner has raised the dispute on behalf of 60 workmen whose names and other details are given in the annexure to the Schedule of reference. The 60 workmen are said to be doing Cable Work. It is stated that though they are allegedly under the Contractor, the Contractor changes often but they continue to do the work. It is further stated that the so-called contract system is a sham one and all of them are under the supervision and control of the Respondent itself. The petitioner has claimed regularization of the work in the Respondents establishment on this basis and also on the basis that they are entitled to be deemed permanent under the Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act and as they are said to have completed more than 480 days work within a period of 24 calendar months.

8. One of the workmen has been examined as WW1. He has given evidence on behalf of all the workmen concerned. According to WW1 they are getting wages directly from the Officers of BSNL. Even prior to the formation of BSNL they were paid directly by the Department of Telecom. They were supervised directly by the Officials of the Respondents also. They were paid weekly, fortnightly or monthly. WW1 has stated that all the workmen have completed 480 days of continuous service in a period of 24 calendar months and they should have been conferred with permanent status in the establishment. He has stated during his cross-examination that he was not issued with any Appointment Order. He is said to have joined the establishment as a Helper to cable joint work.

9. WW1 has not stated on which date all the workmen have started to work in the establishment. Regarding himself, he has stated during his cross-examination that he has joined the service on 01.04.1996. So far as the other workmen are concerned there is nothing except the different dates shown in the annexure to the Schedule of reference regarding the dates of their joining the establishment.

10. Apart from the fact that there is no acceptable oral evidence regarding the dispute, documents also are lacking. Out of Ext.W1 to Ext.W4 marked through WW1, Ext.W4 is only a replica of the annexure to the Schedule of reference. Ext.W1 is a certificate in respect of one Kalaperumal, one of the concerned workmen, issued by a Sub-Divisional Engineer to the effect that he has been doing very good job at Veeranallur Sub-Division in Cable Jointing

and DP Direction Work. The certificate was issued in March 2003 but it does not say for which period the workman was working. Apart from this there is no other document regarding this workman.

11. Ext.W2 contains some requisition slips issued either in 2002 or 2003 to WW1. These will certainly show that he was working during the period. But these are of intermittent dates and very few in number. These would not establish even the case that WW1 had worked continuously for 480 days within 24 calendar months. There is nothing to show that he was working directly under the establishment from 1996 onwards. One does not also know if he is still working directly or under the Contractor.

12. Ext.W2 contains some requisition slips issued to one Sornam also. These are also of intermittent dates and very few in number and are insufficient to establish the case of the concerned workman.

13. Ext.W3 is described as working particulars. But there is nothing to show whether this is a document pertaining to the Respondent. It does not have any seal or signature of the establishment. It does not have the name of the workman except for a scroll of a signature. So far as the workman other than those named earlier are concerned, there are no documents at all. Thus the available documents are too insufficient to establish the case put forth on behalf of the concerned workmen.

In view of the discussion above, the petitioner is not entitled to any relief. The reference is answered against the petitioner. An Award is passed accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 22nd March, 2017)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner Union : WW1, Sri S. Murugan
WW2, Sri K. Srinivasan

For the 2nd Party/Respondents : MW1, Sri V. Anthonysamy

Documents Marked:

On the petitioner's side

Ex.No.	Date	Description
Ext.W1	01.03.2003	Certificate issued by BSNL
Ext.W2	-	Requisition/issue slip of BSNL
Ext.W3	-	Working Particulars
Ext.W4	-	2A petition annexure
Ext.W5	-	Bye-laws of the Union
Ext.W6	30/31 Oct'2001	Resolution of the union
Ext.W7	21.03.2006	Lok Sabha Admitted Provisional Starred Question Dy. No. 10145 for 19.12.2005 by Shri Ganesh Singh regarding regularization of contract Workers.

On the Management's side

Ext.No.	Date	Description
Ext.M1	24.12.1992	Copy of DOT, New Delhi letter no. 29-18/91-SRT dated 24.12.1992 addressed to CGMR, Calcutta Phones and Endorsement No. E.1/107/Blgs/92-93/3 dated TR-1 the 02.02.1993
Ext.M2	30.03.1985	Office of the Director General Posts & Telegraphs regarding ban order for recruitment of casual labours.
Ext.M3	25.07.1989	Letter from Chief General Manager, Telecommunications, Tamil Nadu Circle, Madras-600002 regarding eligibility of casual labour to become office bearer of the Unions
Ext.M4	-	Copy of Page 137 of Appendix 3 from P&T Manual Vol.III
Ext.M5	-	Copy of Appendix No. 3 – Preservation of Records

Ext.M6	05.11.2001	Letter from BSNL to All Chief General Managers regarding adoption of the existing Appointing Authorities in respect of absorption of Group C and D staff in BSNL
Ext.M7	-	Copy of Appendix 13A at Page 426 of Financial & Hand Book of P&T Rules which deals with Rule-331
Ext.M8	-	Copy of letter from CGM, Telecom, Chennai to all Subordinate Offices
Ext.M9	20.11.2004	Copy of the agreement entered into between BSNL and Sri S. Chandrasekaran Proprietor of M/s. Ganesh Constructions Contractor.
Ext.M10	27.03.2003	The Contract Labour (Regulation & Abolition) Act, 1970 and Central Rules, 1971 made there under-Grant of Certificate Registration-reg.
Ext.M11	22.06.1995	Copy of the document of prescribed procedure to be followed by the Department in the appointment of Group "D" employees category.
Ext.M12	10/11.07.2002	Awarding of Tender for cable Joint work in Zone-3 of Tirunelveli SSA-reg.
Ext.M13	28.04.2006	Model Bill for Labours.

नई दिल्ली, 17 अप्रैल, 2017

का.आ. 1086.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार महाप्रबंधक, दूरसंचार, बीएसएनएल, त्रिची व अन्य एवं उनके कर्मचारी के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 318/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03.04.2017 को प्राप्त हुआ था।

[सं. एल-40011/09/2003-आई.आर. (डीयू)]

राजेन्द्र जोशी, उप निदेशक

New Delhi, the 17th April, 2017

S.O. 1086.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 318/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in Annexure, in the industrial dispute between the employers in relation to the General Manager, Telecom, BSNL, Trichy and others and their workman, which was received by the Central Government on 03.04.2017.

[No. L-40011/09/2003-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Wednesday, the 22nd March, 2017

Present : K.P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 318/2004

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Bharat Sanchar Nigam Ltd. and their workman)

BETWEEN :

The Circle Secretary : 1st Party/Petitioner Union
BSNL Employees Union
No. 3/71, 4th Street, Raghava Nagar
Madipakkam
Chennai-600091

AND

1. The General Manager : 2nd Party/1st Respondent
Telecom, BSNL
Trichy

2. The Chairman & Managing Director : 2nd Party/2nd Respondent
BSNL, Sanchar Bhawan
New Delhi-110001
3. The Chief General Manager : 2nd Party/3rd Respondent
BSNL Tamil Nadu Circle
Anna Salai
Chennai-600002

Appearance:

- For the 1st Party/Petitioner Union : M/s. K.M. Ramesh, Advocates
For the 2nd Party/Respondents : Sri D. Simon, Advocate

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-40011/9/2003-IR (DU) dated 13.02.2004 referred the following Industrial Dispute to this Tribunal for adjudication.

The Schedule mentioned in that order is :

“Whether the claim of the union for absorption of contract labours (as per annexure) by the Management of BSNL, Telecom Trichy is legal and justified and if so to what relief the workmen are entitled?”

2. On receipt of the Industrial Dispute this Tribunal numbered it as ID No. 318/2004 and issued notices to both sides. Both sides entered appearance through their counsel and filed Claim and Counter Statement respectively.
3. The averments in the Claim Statement filed by the petitioner in brief are these:

The petitioner is a Union registered under the Trade Unions Act and is having substantial number of permanent workmen working in BSNL as its members. The workmen concerned in the dispute, 38 in number were working in the Trichy Office of Telecom. They were doing office work. They were being supervised by the staff of the Respondents. Their control was mainly by the Officers of the Respondents. The workmen are working through the alleged Contractor. Even though the contract is changed the workers continue. They are carrying out the very same work carried out by the permanent employees of the telecom Department. Their work is perennial in nature. The persons put forth as Contractors are mostly the employees of the Respondents. The concerned workmen cannot be treated as contract labourers and have to be treated as part and parcel of the regular establishment. The work performed by the concerned workmen are essential and the so-called contract system is sham. The control of the workmen remains with the Telecom Department. There are regular sanctioned posts for regularizing the concerned workmen. The concerned workmen are to be made permanent as per the Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act. The documents pertaining to the engagement of the workmen are with the Respondents. They are bound to produce these documents. Otherwise adverse inference may be drawn against them. The workmen concerned are entitled to be absorbed in the service of the Respondent from the date of their joining in the service with continuity of service with attendant benefits. An award may be passed accordingly.

4. The First Respondent has filed Counter Statement contending as below:

The Petitioner Union is not a representative union of BSNL. The Union has no power to represent the staff or contract workmen. The contract labourers are not members of the Petitioner Union. For this reason also the Union is not competent to raise the dispute. The Telecom District Area has entered into house-keeping work contract with some agencies. The details of the contract labourers are not known to the Respondents. The work is not of primary nature. It is supervised by the contract agency. The Respondent is paying bills to the concerned agency only. The details of workmen given in the Claim Statement are false. The Contractors were given work according to work requirement only. BSNL is not responsible for the labourers employed by the Contractor. A regular set of staff is available for BSNL to carry out work which is regular in nature. Only works which are temporary or seasonal in nature are allotted to the Contractors. BSNL is entitled to engage Contractors for getting jobs done following the provisions of Contract Labour (Regulation and Abolition) Act. BSNL, Tiruchirappalli has registered itself as Principal Employer under the said Act. It is incorrect to state that contract work is undertaken by the staff of the BSNL. It is incorrect to state that direct supervision and control of work was exercised by the department officials. The Respondents are not having documents in respect of the concerned workmen. The petitioner is not entitled to any relief.

5. The evidence in the case consists of oral evidence of WW1 and WW2 and MW1 and documents marked as Ext.W1 to Ext.W31 and Ext.M1 to Ext.M13.

6. **The points for consideration are:**

- (i) Whether the non-absorption of the concerned workmen by the Management of BSNL Telecom, Trichy is legal and justified?
- (ii) To what relief, if any the concerned workmen are entitled?

The Points

7. The petitioner has raised the dispute on behalf of 38 workmen whose names are given in the annexure to the Schedule of reference. It is the case of the petitioner that all these workmen have been doing office work in the Trichy Office of BSNL, that they are directly under the control of the Respondents, that the contract if any entered into by the Respondents for the work is a sham and nominal one, that their work is perennial in nature and they are entitled to be absorbed in the regular service of the establishment.

8. Thangaboomi who is in S.No. 11 in the annexure to the Schedule of reference is examined as WW1 on behalf of all the concerned workmen. Apart from this there is also the evidence of WW2, the Circle Treasurer of the Petitioner Union. However, his evidence is intended only to meet the case of the Respondents that the Petitioner Union has no *locus-standi* to raise the dispute.

9. WW1 has stated in the Proof Affidavit filed by him that all the 38 workers concerned in the case have completed 480 days of continuous service in a period of 24 calendar months and the Respondents should have conferred permanent status on them. It is further stated that though it is the case of the Respondents that the concerned workmen are contract workmen they were not appointed by any Contractors and they do not know who are the Contractors at all. It is further stated that if there is any Contractor it is for the Respondents to bring the said Contractor in the party array. WW1 has further stated that the contract if any is sham and nominal and the concerned workmen were always under the direct control of the Officers of BSNL.

10. Though 32 workmen are involved in the case documents pertaining to only some of them are produced by the petitioner. It is to be seen whether documents are sufficient enough to establish the case of the petitioner that all the workmen have been doing work of perennial in nature, that they were under the direct control of the Respondents, etc. The documents produced on behalf of each of the concerned workmen have to be examined.

11. The documents pertaining to WW1 himself can be examined first. Ext.W2 is a temporary identity card issued to WW1 Thangabhoomi on 30.04.1999 by the Divisional Engineer of Trichy Division and is valid up to 30.06.1999. There cannot be any doubt about the authenticity of this document. It is issued by the Divisional Engineer directly. Ext.W3 is a letter written by the Sub-Divisional Engineer on 24.02.2000 consequent to WW1 sustaining accident during work. It shows that the accident occurred while he was handling departmental packing cases. The letter requests the Medical Officer to give first aid to the workman. Ext.W4 is a request by the Junior Telecom Officer on 16.11.2001 to send WW1 with installation materials for Vadivel Nagar RSU Unit at Karur. The request contains the signature and also the official seal of the Officer. Ext.W5 is by the Accounts Officer, BSNL, Trichy to permit four workmen including WW1 to stay in the Accounts Section for setting right the vouchers on the night of 06.04.2004. This document is after the reference, but shows that the workman was continuing in the establishment even after the reference. Ext.W6 consists of several requests for forms in 2002 & 2003 by the Divisional Engineer, Trichy. The forms are seen received by WW1. Ext.W7 consists of IQ Register of BSNL, Trichy for the period from 01.04.2002 to December 2005. The name of WW1 appears on different dates in this document along with the names of other workmen. This document of course is not in a printed format. But examination of this document would reveal the authenticity of this. It could not have been a manipulated document. However, this document would show only that WW1 was in the establishment during the period from April 2002 to December 2005. In the annexure to the Schedule of reference the claim is that WW1 had joined the establishment on 17.01.1994. No documents are available to prove that he was there from 1994. However, Ext.W2 which is of the year 1999 shows that he was there at least from 1999. Apart from this is the fact that WW1 is seen engaged by the Respondents directly. His supervision seems to have been by the Officers of the Respondents and not by the alleged Contractor. The Respondents have not produced any document to show that WW1 or other workmen were working under Contractor. Apart from their statement in the Counter Statement and the evidence given by WW1 there is nothing available in this respect. WW1 had given evidence only on the basis of documents and had no direct knowledge regarding the engagement of any of the workmen concerned. One contract produced on behalf of the Respondents and proved is Ext.M9 of the year 1998. However, this contract is for dismantlement of lines and wires and is only intended to show that the Respondents have started the practice of contract system. However, the documents pertaining to WW1 already discussed would show that he was working directly under the control of the Respondents and not through any Contractor. So the alleged contract system is a sham one.

12. Another set of documents produced are in respect of M. Murugan who is S.No. 38 in the annexure to the Schedule of reference. Ext.W13 is a letter by the Senior Superintendent of Tiruchirapally Telegraph Office to the General Manager, Trichy on 09.05.1994 requesting to send the amount sanctioned as financial assistance to the officials of the Division. The request is to send the amount through Murugan and the signature of the workman is attested by the Senior Superintendent also. There are two more such requests given on different dates during 1997 and 1998 respectively to send amount through this workman. Ext.W14 consists of sanction letters by the Senior Superintendent for payment of coolie charges to Murugan during the period from June 1994 to October 2001. All these letters would show that Murugan was working there continuously during the entire period and that also directly under the Respondents and not through a Contractor. Ext.W15 is the copy of a representation given by Murugan seeking regularization in August 2002. By Ext.W16 this representation is forwarded by the Senior Superintendent to the General Manager. Ext.W17 of 2004 is a letter by the Assistant General Manager to the Divisional Engineer stating that the fax machine taken as loan are returned through Murugan. Ext.W17 consists of ACG-17 receipts by which payment was made to Murugan in the year 2003. These contain the signature of Murugan as the payee. Ext.W19 shows that Murugan was sent as Messenger in December 2004 for supply of India Telephone Cards. Ext.W20 is also to send post-paid cards through Murugan. This is in January 2005 and for the first time Murugan is referred to as a contract labour in this document. What is to be assumed from this is that after the dispute was raised the Respondents have started to refer to them as contract labour.

13. Ext.W21 is the document available in respect of Rajendran who is S.No. 8 in the annexure to the Schedule of reference. This document has recorded presence of Rajendran from 05.10.1998. Each page is for one month. These pages show the nature of work of Rajendran as Operating Lift from Ground Floor to Third Floor. The name of the Junior Telecom Officer who is supervising the work and also the name of the Controlling Authority are shown in the document. Even the mode of payment is shown. Rajendran seems to have been paid at the rate of Rs. 33/- per day. In several of the pages there is a signature of the JTO as well as that of the Sub-Divisional Engineer. The document continues up to 25.01.2006. Though this is the sole document produced on behalf of Rajendran, it is very much clear that this workman was throughout working in the department at least from 1998 and had been continuing even after the reference. Though the case of the Respondents is that all the workmen were working under the Contractor, the details given in Ext.W21 would show control of the workman by the officials of the Respondent. So also payment is seen made directly by the Department. It is also apparent that Rajendran was throughout doing the same kind of work in the same position. So the case of the Respondents that the concerned workman was under a Contractor could not be accepted. Apart from this is the fact that the work that was done by him is perennial in nature. He was not merely engaged as a seasonal employee or to execute some temporary work. The case in respect of this workman that the contract is sham and nominal is to be accepted.

14. Ext.W22 to Ext.W26 are produced to prove the case of Ramachandran, S.No. 35 in the Schedule of reference. Ext.W22 is a representation from Ramachandran to the Chief General Manager on 16.08.2002 stating that he was working as casual labour in the Electrical Sub-Division, Trichy from April 1992 to August 1995. He has stated in the letter that on the ground that he had entered service after 22.06.1888 his services were being utilized as contract labour subsequently. He is asking for regularization by the letter. The letter was forwarded by the Executive Engineer, Electrical Division to the Chief General Manager. Ext.W23 is a document showing service details of Ramachandran. This seems to have been prepared for calculating DA arrears which contains signature of the Assistant Engineer of Electrical Sub-Division. This shows that he was in the department from April 1990 and was there in August 1995 also. Ext.W24 (series) are the Duty Charts in respect of workmen including Rajendran. These include Duty Charts for several days starting from November 2001 and up to July 2002. Ext.W25 (series) are wage receipts of different periods starting from the month of January to March 2001. All these contain the endorsement by the Sub-Divisional Officer that he had passed payment of the amount. Ext.W26 (series) are particulars showing the working days of Lift Operators including Rajendran for several months starting from March to December 2005. This contains the signature of Sub-Divisional Officer which shows that he was working continuously on all days even after the reference. Ext.W27 is a request by a Senior Accounts Officer to permit some workmen including Rajendran to stay in the Accounts Section for setting right the vouchers for the night of 30.04.2004. While referring to this document on discussing the case of Thangabhoomi it was pointed out that for the first time the workman had been referred to as Contractor Workers in this. However, the fact remains that the request is not to the so-called Contractor but to the Security Officer of BSNL. Thus it is very much clear from the document produced that Ramachandran was working in the Department at least from 1990 and he was called a contract labour after a dispute was raised. From the fact that all the documents referred to earlier were maintained by the department and the control was directly exercised by the officials of the Department it is clear that Ramachandran was directly working under the Department. But later an attempt was probably made to treat him as a contract labour. In spite of umpteen documents produced on behalf of the Ramachandran the Respondents have not produced any documents to show that Ramachandran was ever working as contract labour. The so-called contract put forth by the Respondents is to be treated as sham and not acted upon.

15. Ext.W8 and Ext.W10 to Ext.W12 are the documents produced in respect of Baskar, S.No. 12 in the annexure to the Schedule of reference. Ext.W8 is a temporary identity card issued in April 1999 by the Divisional Engineer of Trichy. This does not refer to him as a contract labour. Ext.W11 is the Attendance Register from 1st May to 31st July, 2002. Though this document is seen prepared in plain paper it contains the signature of the Sub-Divisional Engineer in each page. Ext.W12 are some ACG-17 receipts revealing payment of amount to Baskar. The receipts are of April and May 1998. Ext.W10 is a certificate by the Senior Telecom Officer of Trichy on 19.11.1996. In this he is referred to as contract casual labour. However, Ext.W12 (series) shows direct payment by the department to Baskar. So it is very much clear that payment was made directly by the department and reference to him as a contract labour in the certificate could not have been because he was working on contract basis through a Contractor. Presence of this workman in the department and his working there continuously at least from 1998 and his continuing the work even after reference is proved by the documents. The claim that he was a contract worker could not be true.

16. Some documents are produced in respect of one K. Karuppaiah. However, the name of this workman does not find a place in the Schedule of reference at all. No documents are available in respect of workmen other than those referred to earlier. The case on their behalf is not established.

17. There is a case for the respondents that there was ban on engaging casual workers directly after 30.03.1985 as revealed by Ext.M2 order issued by Government. According to the Respondents none of the concerned workman could have been engaged directly in view of this, after Ext.M2. However, the fact remains that even after 1985 persons were engaged and paid directly by the department. So what is to be assumed is that in spite of the ban casual labourers used to be engaged by the Respondents. These, as stated, are indicative of the fact that the contract if any was only sham and nominal and the workmen were under the direct control of the Respondents. The Respondents are those who must be in possession of the relevant documents regarding the so-called contracts. The workmen referred to above have provided sufficient evidence to show that they were directly employed by the Respondents. The burden then shifts on the Respondents to disprove the case that they were not working directly but only under the Contractor and there was no direct employer-employee relationship between them and the Respondents. The contract if any is to be treated as sham.

18. The counsel for the petitioner has referred to the decision of the Apex Court in *WORKMEN OF FOOD CORPORATION OF INDIA VS. FOOD CORPORATION OF INDIA* reported in AIR 1985 SC 670 where it was held that a person who is under direct employment cannot be converted to a contract employee. It was a case where the Food Corporation had engaged several workmen directly but subsequently a Contractor was inducted and these workmen were brought under him. The dictum was laid down in this context. The petitioner had raised the dispute not long after the so-called contractual system was brought into effect. Apparently, the Respondents without notice to the concerned workmen had brought in a contract system. But they have not proved it properly. The Apex Court has stated in *HUSSAINBHAI VS. ALATH FACTORY THOZHILALI UNION* reported in AIR 1978 SC 1410 that the presence of intermediate Contractors with whom the workers have immediate or direct relationship *ex contractu* is of no consequence when on lifting the veil or looking at the conspectus of factors governing employment will discern the naked truth, though draped in different perfect arrangement, that the real employer is the Management and not the immediate Contractor. In the present case, on removal of the veil it is very much clear that the contract system if any under which the workmen were working was only a sham and nominal one and they were really working under the Respondents itself.

19. There is a contention for the Respondents in the Counter Statement that the Union has no capacity to represent the contract workmen. MW1, the Divisional Engineer examined on behalf of the Respondents has stated during his evidence that the casual labourers could not have become members of the Union. Ext.M3 circular is produced to prove this. MW1 has also stated that the concerned workmen who are not even casual labourers cannot become members of the Union and for this reason the Union is not competent to represent them in this dispute also. The petitioner has examined WW2, the Treasurer of the Union to meet this contention. As seen from his evidence there were earlier 6 Unions among the workmen of the Respondents. However, these Unions got merged with the Petitioner Union. In the Working Committee Meeting of the Union it was decided to espouse the cause of the concerned workmen. The resolution of the Union is marked as Ext.W10. When such a resolution is taken the Petitioner Union is quite competent to raise the dispute on behalf of the concerned workmen. So the contention that the Union is not competent to espouse the cause of the workmen will not hold good. Those workmen who have proved their eligibility by establishing that they were working with the Respondent for a long time is entitled to relief.

20. Relief can be moulded on the basis of the period for which each workman have worked. Ramachandran, S.No. 35 in the annexure to the Schedule of reference have been working from the year 1990. Murugan, S.No. 38 have been working from 1994. Baskar, S.No. 12 have been working from 1996. So they are entitled to be regularized in the Respondent's service from the date when the dispute was raised. Rajendran, S.No. 8 had been working with the Respondent from 1998 and WW1, Thangabhoomi, S.No. 1 had been working with the Respondent from 1999. As

could be seen they had started to work only two or three years before the dispute was raised. So their regularization can be from the date of the Award.

21. On the basis of the above discussion, an Award is passed as below:

Ramachandran, S.No. 35, Murugan, S.No. 38 and Baskar, S.No. 12 in the annexure to the Schedule of reference shall be deemed to have been regularized in the service of Respondents in their then position from the date on which the dispute was raised. They shall be eligible for backwages and other attendant benefits. In case of default in payment within two months of publication of the Award the amount will carry interest @6% per annum from the date of the Award. Rajendran, S.No. 8 and Thangabhoomi, S.No. 11 shall be regularized in the service of the Respondent with effect from the date of the Award. The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 22nd March, 2017)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner : WW1, Sri T. Thangabhoomi
WW2, Sri K. Srinivasan
For the 2nd Party/Management : MW1, Sri A. JayaKumar

Documents marked:

On the petitioner's side

Ex.No.	Date	Description
Ext.W1	December, 2004	Photocopies of Sunami Relief Camp conducted by BSNL at Velanganni, Kameswaram, Thirupoondi and surrounding Areas
Ext.W2	30.04.1999	ID Card of Thangabhoomi DE, D. Tax Ranganathan
Ext.W3	24.02.2000	Certificate issued for medical treatment
Ext.W4	16.11.2001	Store slip issued by Jessie Hanna, JTO
Ext.W5	06.04.2004	Certificate issued by A/O, Krishnamurthy
Ext.W6	05.10.2002	Requirement forms of D. Tax issued by SDE Power, DE Tax, JTO Power
Ext.W7	01.04.2001 to 31.12.2005	IQ Register of BSNL Trichy
Ext.W8	20.04.1999	Identity Card of K. Baskar issued by Rangathan DE, D. Tax Ranganathan
Ext.W9	04.06.1997 to 03.03.1999	ACE 2, K. Karuppaiah, JTO
Ext.W10	19.11.1996	Working Certificate issued by JTO, Newtech Installation to Baskar
Ext.W11	May 2002 to July 2002	Attendance Register signed by SDE, EWSD II/D. Tax, Trichy
Ext.W12	03.04.1998, 15.04.1998 01.05.1998, 01.05.1998	K. Karuppaiah, JTO, EWSD II, making payment to Baskar in ACG 17
Ext.W13	09.05.1994, 29.05.1997 & 03.06.1998	Authorization letter issued by SSTT to M. Murugan
Ext.W14	01.06.1994 to 01.10.2001	Payment receipt issued by SSTT to Murugan
Ext.W15	22.08.2002	Letter by M. Murugan seeking regularization to GM, BSNL, Trichy
Ext.W16	27.08.2002	Letter forwarded by SSTT to GM, BSNL, Trichy
Ext.W17	21.10.2004	Letter issued by AGM TT to M. Murugan

Ext.W18	Nov. & Dec. 2003 Oct., Nov., Dec. 2004 and January 2005	Payment made by ACG 17 to M. Murugan
Ext.W19	10.12.2004	Authorization letter to A/O Receipts issued by AGM TT.
Ext.W20	29.01.1995	Authorization letter issued by AGM TT to M. Murugan
Ext.W21	05.10.1998 to 13.09.2002, 22.03.2004 to 25.01.2006	Attendance Register of N.E. Rajendran, Lift Operator
Ext.W22	16.08.2002	Letter from S. Ramachandran to CGM, BSNL Chennai regarding regularization
Ext.W23	1990 to 1995	Service particulars of S. Ramachandran Certified by Natarajan, AE (Electrical), BSNL Trichy
Ext.W24	-	Duty Chart for the week ending 03.11.2001 to 26.01.2002 & 09 09.02.2002 to 20.07.2002
Ext.W25	-	Wages Receipts for Jan. Feb. & Dec. 2000, Jan., Feb. & March 2001
Ext.W26	-	Certified copy attendance for March, April, June, July, Sept., Nov., & December 2005
Ext.W27	-	Permission letter to attend night duty work issued by Sr. AO (Cash)
Ext.W28	-	Annexure to 2(k) Petition
Ext.W29	-	Bye-Laws of the Union
Ext.W30	30/31 Oct., 2001	Resolution of the Union
Ext.W31	21.03.2006	Lok Sabha Starred Question Dy. No. 10145 by Sri Ganesh Singh regarding regularization of contract workers

On the Management's side

Ex.No.	Date	Description
Ext.M1	24.12.1992	Copy of DoT, New Delhi letter no. 29-18/91-SRT dated 24.12.1992 addressed to CGMR, Calcutta Phones and Endorsement No. E.1/107/Blgs/92-93/3 dated TR-1 the 02.02.1993
Ext.M2	30.03.1985	Office of the Director General Posts & Telegraphs regarding bank order of recruitment of casual labours
Ext.M3	25.07.1989	Letter from Chief General Manager, Telecom, Tamil Nadu Circle, Madras-600002 regarding eligibility of casual labour to become office bearer of the Unions
Ext.M4	-	Copy of Page 137 of Appendix 3 from P&T Manual Vol.III
Ext.M5	-	Copy of Appendix No. 3 – Preservation of Records
Ext.M6	05.11.2001	Letter from BSNL to All Chief General Managers regarding adoption of the existing Appointing Authorities in respect of absorption of Group C and D Staff in BSNL
Ext.M7	-	Copy of Appendix 13A at Page 426 of Financial & Hand Book of P&T Rules which deals with Rule-331
Ext.M8	-	Copy of letter from CGM, Telecom, Chennai to all Subordinate Offices
Ext.M9	-	Copy of the agreement entered into between BSNL and M/s. Kalimar Constructions
Ext.M10	25.09.1996	Copy of the document for registering BSNL as Principal Employer under CLRA Act.

Ext.M11	22.06.1995	Copy of the document of prescribed procedure to be followed by the Department in the appointment of Group “D” employees category
Ext.M12	30.08.2002	Copy of the Model Bill prepared for the Contractor
Ext.M13	28.07.2004	Copy of the license given by Contractor M/s. Tamil Nadu Ex-Servicemen Corporation for 2004 and M/s. First Man Security Service for the year 2002.

नई दिल्ली, 17 अप्रैल, 2017

का.आ. 1087.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार महाप्रबंधक, दूरसंचार, बीएसएनएल, मदुरै एवं उनके कर्मचारी के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 130/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03.04.2017 को प्राप्त हुआ था।

[सं. एल-40011/25/2003-आई.आर. (डीयू)]

राजेन्द्र जोशी, उप निदेशक

New Delhi, the 17th April, 2017

S.O. 1087.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 130/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in Annexure, in the industrial dispute between the employers in relation to the General Manager, Telecom, BSNL, Maadurai and their workman, which was received by the Central Government on 03.04.2017.

[No. L-40011/25/2003-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Wednesday, the 22nd March, 2017

Present : K.P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 130/2003

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Bharat Sanchar Nigam Ltd. and their workman)

BETWEEN :

The Circle Secretary : 1st Party/Petitioner Union
BSNL Employees Union
No. 3/71, 4th Street, Raghava Nagar
Madipakkam
Chennai-600091

AND

The General Manager, Telecom : 2nd Party/Respondent
BSNL, No. 2 VP Rathinasamy Nadar Road
Bibikulam
Madurai-625002

Appearance:

For the 1st Party/Petitioner Union : M/s. K.M. Ramesh, Advocates
For the 2nd Party/Respondents : Sri D. Simon, Advocate

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-40011/25/2003-IR (DU), dated 31.07.2003 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether the demand of the Union for regularization of 71 Cable Workers who worked under BSNL, Madurai is justified? If so, to what relief they are entitled to?”

2. On receipt of the Industrial Dispute this Tribunal numbered it as ID 130/2003 and issued notices to both sides. Both sides entered appearance through their counsel and filed Claim and Counter Statement respectively.

3. The averments in the Claim Statement filed by the petitioner in brief are these:

The petitioner is a Registered Trade Union having substantial number of permanent workmen working in BSNL as its members. The dispute is raised on behalf of workmen working in the Office of BSNL, Madurai. They are doing Cable Work, etc. These workmen are working directly under the control and supervision of BSNL. They are doing the very same work carried out by the permanent employees of the Department. The work done by them is perennial in nature. The workmen cannot be treated as contract labour but have to be treated as part and parcel of the regular service of the Department. All the workmen concerned in the dispute are Class-IV employees for which sponsorship from Employment Exchange is not required. The work performed by them are essential. The so-called contract system is a sham one. The overall control of the workmen including administrative control remained with the Department. The alleged Contractors are regular staff of the Department. They engage the workers, supervise the work, take their attendance and claim and pay their wages. There are regular sanctioned posts for regularizing the workmen concerned in the case. The BSNL is an establishment as per Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act. The concerned workmen having completed 480 days of work in a period of 24 calendar months should be made permanent. An Award may be passed holding that the workmen are entitled to regular absorption in the service of the establishment from the date of their joining together with continuity of service and attendant benefits.

4. The Respondent has filed Counter Statement contending as below:

The petitioner has no locus-standi to espouse the cause of persons who are not employees of BSNL. The petitioner is not a recognized union. The subject matter of the claim does not relate to the service conditions of any of the employees of BSNL. As such the claim is not maintainable. The Contractors have not been impleaded as parties. So the dispute is bad for non-joinder of necessary parties. It is not correct to state that the concerned workmen are doing work of the same nature as done by regular employees, that the work is perennial in nature, that there is direct control and supervision by the Respondents, that the Contractors are the Officers of BSNL, etc. Though the petitioner has admitted that the workmen are contract labourers they are described as casual labourers doing the work of Class-IV employees. These are mutually inconsistent pleas. In the case of contract labourers there is no supervision or control by the principal employers. The petitioner having admitted that the concerned workmen are contract labourers, the question of their absorption or regularization do not arise. The Respondents have not been prevented from engaging contract labour. The Respondents do not know about the details of the concerned workmen. It is the Contractors who do the work and they only know about the details of their workmen. If the workmen have worked for more than 480 days they are to claim permanency with the Contractors and not with the Respondents. The petitioner is not entitled to any relief.

4. The evidence in the case consists of oral evidence WW1 to WW5 and MW1 and documents marked as Ext.W1 to Ext.W20 and Ext.M1 to Ext.M12.

5. **The points for consideration are :**

“Whether the workmen concerned in the case are entitled to the relief of regularization in the Respondent establishment as claimed?”

The Point

6. The petitioner union has raised the dispute on behalf of 71 Cable Workers whose names and other details are given in the annexure to the Schedule of reference. These workmen are stated to be working under Madurai SSA. The year on which they have started to work and the unit in which they are working are also given in the annexure. According to the Petitioner Union these workmen have been continuously working for the Respondent establishment for a long time. Though they were made to work under a contract system, the contract is said to be a sham one. They are stated to be working directly under the control and supervision of the officials of the Respondent. According to the petitioner all the workmen have completed more than 480 days of work within a period of 24 calendar months and are entitled to the benefit of Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act also.

7. WW1 to WW4, some of the workmen involved in the case have been examined by the petitioner. All of them have given evidence in tune with the case put forth in the Claim Statement. All of them have claimed absorption in the establishment. WW5 is an Office Bearer of the Petitioner Union who is examined to meet the case of the Respondent that the petitioner has no *locus-standi* to raise the dispute.

8. It is to be seen whether the documents produced justify the case of the petitioner. Ext.W1 contains payment receipts passed by the Junior Telecom Officers of the Respondent. In all these WW1 has signed below the column for Contractor. The case is that WW1 himself was doing the work. Whether this is true or not, it could be seen from the receipts that these are of intermittent dates which reveal that work was being done by WW1 not on all days continuously. The dispute itself was raised in 2002. If work was being done intermittently it would not have been possible for WW1 to complete 480 days of continuous work within 24 months. Ext.W2 is described as Log Book signed by certain Junior Technical Officers. However, only the name of the Supervisor is there but without any signature. These are all seen written in one stretch. Ext.W3 includes cable diagrams bearing the signature of a Junior Telecom Officer. However, the relationship of this document with any of the workmen concerned is not revealed. Ext.W5 contains the Identity Cards of three workmen who are described as contract labour. All of them are shown to have joined in 1998. Ext.W6 includes receipts containing the name of certain persons who have signed as Contractor. The document contains the description of work also. These are of late 1999 and of 2000. Ext.W6, another set of receipts contains the signature of WW2, Kanakaraj. These are from September 2000. These are also of intermittent dates and would not prove the case that more than 480 days was completed before the dispute was raised. Ext.W7 contains particulars of work and place in respect of several persons alongwith the signature of the Supervisor. These are from May 1997. However, these are also of intermittent dates revealing that there was no continuous employment. Ext.W8 is only the copy of the annexure to the Schedule of reference. Ext.W9 contains certain photographs out of which nothing could be made out, in the absence of any evidence. Ext.W10 are described as Cable Diagrams describing the fault. These are from December, 2001 to August 2000. But these would not reveal which workman is involved. Ext.W11 are the payment receipts starting from January 1999. It is not clear from these also whether the person who signed the receipt had been working continuously. The receipt shows that the payment is for work done on a particular date and not for continuous work. Ext.W12 contains work details with the name of name of Ramakrishnan, one of the worker. A few pages of this are of the end of 1998 and of 1999. However, these are not continuous except for a few days and it could not be made out from this if he was continuously employed throughout. Mostly these are the details pertaining to the year 2000 to 2003 which reveal work on intermittent days and not continuously. Then there is a fact that these have come into existence only sometime before the raising of the dispute and would not spell out continuous employment. Ext.W13 is described as the Operator Log Book of 2000 for certain days. These are somewhat continuous. However, on the basis of this it could not be stated that the concerned workman had been working for a long time, doing perennial nature of work as that of a regular workman. Ext.W14 is Identity Card issued to the same workman showing the date of joining as 20.11.1998. This is seen issued in February 1999. Thus even as per this document he had joined the establishment only at the end of 1998 and there is nothing to show that he was doing work continuously. Ext.W15 contains certain diagrams with the signature of the JTO, but does not reveal in respect of which workman. Ext.W16 are only photographs that do not convey anything. Ext.W17 is described as Store Slip, but this is of the year 2004. Thus a perusal of the documents would show that the case of those workmen who were examined themselves are not established. So far as the other workmen named in the annexure are concerned, no evidence is available at all. In the circumstance the petitioner is not entitled to any relief.

In view of the above discussion the reference is answered against the petitioner. An Award is passed accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 22nd March, 2017)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner Union : WW1, Sri V.S. Abdul Rahim
WW2, Sri A. Kanagaraj
WW3, Sri M. Ramakrishnan
WW4, Sri P.V.Periyasamy
WW5, Sri Srinivasan

For the 2nd Party/Respondents : MW1, Sri S. Selvaraj

Documents Marked:

On the petitioner's side

Ex.No.	Date	Description
Ext.W1	17.01.2000 To 09.07.2000	Pay receipts signed by V. Balasubramani, JTO, Bodi, issued to Abdul Rahim

Ext.W2	01.03.1999 to to 21.09.2003 and 04.11.2000 to 17.12.2000	A/C Log Book signed by Ravindran, JTO, and Balasubramani, JTO issued Abdul Rahim is filed as Ex.W.2 Cable Diagram
Ext.W3	27.12.2004 11.07.2005	Cable Diagram signed by AV. Ravindran, JTO and G.Venkatachalam, JTO, Bod
Ext.W4	-	Annexure to the 2(K) petition
Ext.W5	02.02.1999	Name of the Employer and ID Cards
Ext.W6 (Part)	-	Pay receipt
& Series	September to Dec. 2000 Jan.2001 to April 2001, March, April, Nove.2002 and Dec.2004	Payment receipts issued by Balasubramanian, Ravindran, Venkatasalam, JTO, BSNL, Bodinayakanur
Ext.W7 (Part) & Series	- May to Dec.1997 Jan. To Dec.98 Jan. To Sep.99 Jan. To Dec.2000 Jan. To Dec.2001 Jan. To Dec.2002 Jan. To Dec.2003	Working particulars certified by S.Rajendran, N.S. Ramakrishnan, P. Ramakrishnan, K. Murugan, S. Rajagopal, TM
Ext.W8	-	Annexure in the 2(K) petition
Ext.W9	17.11.2004	Photos taken during my marriage in which AV. Ravindran, JTO, Anthony Das, Pm. Rajagopal, TM, S. Ravindran, TTA, D.Murugan, SRTOP, Bodi participated and greeted me on the occasion
Ext.W10	01.12.2001 To 31.08.2002	Cable Diagram describing fault
Ext.W11	31.01.1999 To 05.08.2000	Payment receipts
Ext.W12	20.11.1998 To 19.09.2003	Work details
Ext.W13	14.11.2000	A/C Operator Log Book
Ext.W14	02.02.1999	ID Card issued to M. Ramakrishnan by AV.Ravindran, JTO, Bodi
Ext.W15	2003 To 2004	L 14 Diagram
Ext.W16	Feb.2005	Photos taken during my Marriage attended by rishnamurthy, SDE, Chandramohan, TM, R.Muthu, TM, Marthandam, TM, Manuvel Paulraj, TTA, Satymoorthy, RM.

Ext.W17	15.05.2004	Store slip and Gate Pass issued by Mansur Hussan, JTO, Groups, Chatrapatti and JTO, Outer, Ottanchathiram
	17.05.2004	
Ext.W18	-	Bye-laws of the Union
Ext.W19	30/31 Oct'2001	Resolution of the union
Ext.W20	21.03.2006	Lok Sabha Admitted Provisional Starred Question Dy. No. 10145 for 19.12.2005 by Shri Ganesh Singh regarding regularization of contract Workers.

On the Management's side

Ext.No.	Date	Description
Ext.M1	24.12.1992	Copy of DOT, New Delhi letter no. 29-18/91-SRT dated 24.12.1992 addressed to CGMR, Calcutta Phones and Endorsement No. E.1/107/Blgs/92-93/3 dated TR-1 the 02.02.1993.
Ext.M2	30.03.1985	Office of the Director General Posts & Telegraphs regarding ban order for recruitment of casual labours.
Ext.M3	25.07.1989	Letter from Chief General Manager, Telecommunications, Tamil Nadu Circle, Madras-600002 regarding eligibility of casual labour to become office bearer of the Unions.
Ext.M4	-	Copy of Page 137 of Appendix 3 from P&T Manual Vol.III.
Ext.M5	-	Copy of Appendix No. 3 – Preservation of Records.
Ext.M6	05.11.2001	Letter from BSNL to All Chief General Managers regarding adoption of the existing Appointing Authorities in respect of absorption of Group C and D staff in BSNL.
Ext.M7	-	Copy of Appendix 13A at Page 426 of Financial & Hand Book of P&T Rules which deals with Rule-331.
Ext.M8	-	Copy of letter from CGM, Telecom, Chennai to all Subordinate Offices
Ext.M9	21.03.2005	Copy of the agreement entered into between BSNL and M/s. G.Devendran S/o, K. Gurusamy, contractor.
Ext.M10	03.01.2002	Certificate of Registration Form-II.
Ext.M11	22.06.1995	Copy of the document of prescribed procedure to be followed by the Department in the appointment of Group "D" employees category.
Ext.M12	28.04.2006	Model Bill for Labours.

नई दिल्ली, 17 अप्रैल, 2017

का.आ. 1088.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार महाप्रबंधक, दूरसंचार, बीएसएनएल, मदुरै एवं उनके कर्मचारी के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 131/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03.04.2017 को प्राप्त हुआ था।

[सं. एल-40011/28/2003-आई.आर. (डीयू)]

राजेन्द्र जोशी, उप निदेशक

New Delhi, the 17th April, 2017

S.O. 1088.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 131/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in Annexure, in the industrial dispute between the employers in relation to the General Manager, Telecom, BSNL, Madurai and their workman, which was received by the Central Government on 03.04.2017.

[No. L-40011/28/2003-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI**

Wednesday, the 22nd March, 2017

Present : K.P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 131/2003

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Bharat Sanchar Nigam Ltd. and their workman)

BETWEEN :

The Circle Secretary : 1st Party/Petitioner Union
BSNL Employees Union
No. 3/71, 4th Street, Raghava Nagar
Madipakkam
Chennai-600091

AND

The General Manager, Telecom : 2nd Party/Respondent
BSNL, No. 2, VP Rathinasamy Nadar Road,
Bibikulam
Madurai-625002

Appearance:

For the 1st Party/Petitioner Union : M/s. K.M. Ramesh, Advocates

For the 2nd Party/Respondents : Sri D. Simon, Advocate

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-40011/28/2003-IR (DU) dated 31.07.2003 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the demand of the Union for regularization of 86 Line Work Contract Labourers who worked under BSNL, Madurai is justified? If so, to what relief they are entitled to?”

2. On receipt of the Industrial Dispute this Tribunal numbered it as ID 131/2003 and issued notices to both sides. Both sides entered appearance through their counsel and filed Claim and Counter Statement respectively.

3. The averments in the Claim Statement filed by the petitioner in brief are these:

The petitioner is a Registered Trade Union having substantial number of permanent workmen working in BSNL as its members. The dispute is raised on behalf of workmen working in the Office of BSNL, Madurai. They are doing Line Work, Cable Work, etc. These workmen are working directly under the control and supervision of BSNL. They are doing the very same work carried out by the permanent employees of the Department. The work done by them is perennial in nature. The workmen cannot be treated as contract labour but have to be treated as part and parcel of the regular service of the Department. All the workmen concerned in the dispute are Class-IV employees for which sponsorship from Employment Exchange is not required. The work performed by them are essential. The so-called contract system is a sham one. The overall control of the workmen including administrative control remained with the Department. The alleged Contractors are regular staff of the Department. They engage the workers, supervise the work, take their attendance and claim and pay their wages. There are regular sanctioned posts for regularizing the workmen concerned in the case. The BSNL is an establishment as per Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act. The concerned workmen having completed 480 days of work in a period of 24 calendar months they should be made permanent. An Award may be passed holding that the workmen are entitled to regular absorption in the service of the establishment from the date of their joining, together with continuity of service and attendant benefits.

4. The Respondent has filed Counter Statement contending as below:

The petitioner has no locus-standi to espouse the cause of persons who are not employees of BSNL. The petitioner is not a recognized union. The subject matter of the claim does not relate to the service conditions of any of the employees of BSNL. As such the claim is not maintainable. The Contractors have not been impleaded as parties. So the dispute is bad for non-joinder of necessary parties. It is not correct to state that the concerned workmen are doing work of the same nature as done by regular employees, that the work is perennial in nature, that there is direct control and supervision by the Respondents, that the Contractors are the Officers of BSNL, etc. Though the petitioner has admitted that the workmen are contract labourers they are described as casual labourers doing the work of Class-IV employees. These are mutually inconsistent pleas. In the case of contract labourers there is no supervision or control by the principal employers. The petitioner having admitted that the concerned workmen are contract labourers, the question of their absorption or regularization do not arise. The Respondents have not been prevented from engaging contract labour. The Respondents do not know about the details of the concerned workmen. It is the Contractors who do the work and they only know about the details of their workmen. If the workmen have worked for more than 480 days they are to claim permanency with the Contractors and not with the Respondents. The petitioner is not entitled to any relief.

4. The evidence in the case consists of oral evidence WW1 and WW2 and MW1 and documents marked as Ext.W1 to Ext.W9 and Ext.M1 to Ext.M12.

5. **The points for consideration are :**

“Whether the workmen concerned in the case are entitled to the relief of regularization in the Respondent establishment as claimed?”

The Point

6. The Petitioner Union has raised the dispute on behalf of 86 workmen whose names are given in the annexure to the Schedule of reference. The annexure gives the place of work and the year in which they have started to work also. It is stated that all the workmen were doing Line Work, Cable Work, etc. According to the petitioner though these workmen were working through a contract system it is only a sham one. Even though the Contractors changed, the workmen continued to do the same work. They were always doing work that were similar to the one carried out by the permanent employees of the Department. The so-called Contractors are said to be permanent employees of the establishment itself. The petitioner claims regularization of the workmen in BSNL on the basis that the contract system under which they are working is a sham one and also because they have completed 480 days of work within a period of 24 calendar months and being entitled to the benefit of Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act.

7. One Sonaimuthu has been examined as WW1. Though 86 workmen are named in the annexure to the Schedule of reference what WW1 has stated in the affidavit in lieu of Chief Examination filed by him is that he is giving evidence on behalf of 71 workmen concerned in the case. However, he has not given the names of 71 workmen or the names of the excluded workmen. It is also not stated that any of the concerned workmen are excluded as they are not interested. WW1 has reiterated the case in the Claim Statement in his affidavit. He has given the names of officials who are said to have extracted work from the workmen. Documents said to be pertaining to the concerned workmen are marked through WW1.

8. It is to be seen whether the documents produced justify the case of the petitioner. Ext.W1 are the pay receipts in respect of different persons. Most of them do not refer to the name of the worker. In any case these are few in number and it could not be made out from these whether the concerned workmen were working continuously for the Respondent. Ext.W2 is the particulars of work and place in respect of certain workmen. However, the names of some of these workmen are not found in the annexure at all. Ext.W3 is only the replica to the annexure to the Schedule of reference. Ext.W4 contains photographs from which nothing could be made out. Ext.W5 is said to be work diary of WW1. WW1 has stated in his cross-examination that BSNL has not given him any direction to maintain such a work diary. One does not know if this diary is regarding work done by WW1. Though this contains signature of someone other than WW1, one does not know who has signed it or in what capacity. Ext.W6 is said to be Cable Joint Diagrams signed by some of the workmen. This also could not be relied upon for the reason that it could not be made out to which worker this refers to. Thus the documents produced are not sufficient to establish the case that the concerned workmen have been working continuously under the direction and supervision of the Respondent. Apart from this is the fact that the name of WW1 who has given evidence on behalf of the workmen concerned does not find a place in the annexure to the Schedule of reference at all. So what is to be made out is that this witness who has come forward to give evidence on behalf of the concerned workmen was not an aspirant for regularization at the time when the dispute was raised. The Union has not sought regularization on his behalf. So in any case his demand for regularization made during evidence could not be considered also.

In view of the above discussion the petitioner is not entitled to any relief.

The reference is answered against the petitioner. An Award is passed accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 22nd March, 2017)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner Union : WW1, Sri N. Sonaimuthu
WW2, Sri Srinivasan
For the 2nd Party/Respondent : MW1, Sri S. Selvaraj

Documents Marked:

On the petitioner's side

Ex.No.	Date	Description
Ext.W1	-	Pay receipts
Ext.W2	-	Particulars of work and place
Ext.W3	-	Annexure to the dispute raised under S.2(K) of the ID. Act.1947
Ext.W4	04.05.1999	Photographs of N.Sonaimuthu, V.Malairaju and P.Thangapandian are all concerned in this ID, who working in K.K.Nagar Exchange, Pillar 43, Sivangalai Road, Gomathipuram.
Ext.W5	1996 to 2001	Work Dairy of N.Sonaimuthu
Ext.W6	02.08.2000 To 21.09.2000 16.10.2001 To 28.10.2000	Cable Joint Diagram signed by A.Vivekandan, TM and Chandramohan, JTO
Ext.W7	-	Bye-laws of the Union
Ext.W8	30/31 Oct'2001	Resolution of the union
Ext.W9	21.03.2006	Lok Sabha Admitted Provisional Starred Question Dy. No. 10145 for 19.12.2005 by Shri Ganesh Singh regarding regularization of contract Workers.

On the Management's side

Ext.No.	Date	Description
Ext.M1	24.12.1992	Copy of DOT, New Delhi letter no. 29-18/91-SRT dated 24.12.1992 addressed to CGMR, Calcutta Phones and Endorsement No. E.1/107/Blgs/92-93/3 dated TR-1 the 02.02.1993.
Ext.M2	30.03.1985	Office of the Director General Posts & Telegraphs regarding ban order for recruitment of casual labours.
Ext.M3	25.07.1989	Letter from Chief General Manager, Telecommunications, Tamil Nadu Circle, Madras-600002 regarding eligibility of casual labour to become office bearer of the Unions.
Ext.M4	-	Copy of Page 137 of Appendix 3 from P&T Manual Vol.III
Ext.M5	-	Copy of Appendix No. 3 – Preservation of Records.
Ext.M6	05.11.2001	Letter from BSNL to All Chief General Managers regarding adoption of the existing Appointing Authorities in respect of absorption of Group C and D staff in BSNL.

Ext.M7	-	Copy of Appendix 13A at Page 426 of Financial & Hand Book of P&T Rules which deals with Rule-331.
Ext.M8	-	Copy of letter from CGM, Telecom, Chennai to all Subordinate Offices
Ext.M9	21.03.2005	Copy of the agreement entered into between BSNL and M/s. G. Devendran S/o, K. Gurusamy, Contractor.
Ext.M10	03.01.2002	Certificate of Registration Form-II
Ext.M11	22.06.1995	Copy of the document of prescribed procedure to be followed by the Department in the appointment of Group "D" employees category.
Ext.M12	28.04.2006	Model Bill for Labours.

नई दिल्ली, 17 अप्रैल, 2017

का.आ. 1089.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मुख्य महाप्रबंधक, बीएसएनएल, चेन्नई व अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 107/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03.04.2017 को प्राप्त हुआ था।

[सं. एल-40011/05/2005-आईआर (डीयू)]

राजेन्द्र जोशी, उप निदेशक

New Delhi, the 17th April, 2017

S.O. 1089.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 107/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in Annexure, in the industrial dispute between the employers in relation to the Chief General Manager, BSNL, Chennai & others and their workman, which was received by the Central Government on 03.04.2017.

[No. L-40011/05/2005-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Wednesday, the 22nd March, 2017

Present : K.P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 107/2005

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Bharat Sanchar Nigam Ltd. and Two Others and their workman)

BETWEEN :

The Circle Secretary
BSNL Employees Union, RK Srinivas Apptts.
No. 21, Bharathiyar First Street
Pazhavanthangal
Chennai-600114

: 1st Party/Petitioner Union

AND

1. The Chief General Manager
BSNL, Tamil Nadu Circle, Anna Salai
Chennai-600002
 2. The General Manager, BSNL
Market Committee Building, Tollgate
Vellore
- : 2nd Party/1st Respondent
: 2nd Party/2nd Respondent

3. The Chairman & Managing Director : 2nd Party/3rd Respondent
Statesman House
New Delhi-110001

Appearance :

- For the 1st Party/Petitioner Union : M/s. K.M. Ramesh, Advocates
For the 2nd Party/Respondents : Sri P. Srinivasan, Advocate

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-40011/5/2005-IR (DU) dated 26.09.2005 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether the action of the management of Telecom Department, BSNL, Chennai in non-regularizing/absorbing the services of Sri J. Thulasiraman and 13 Others, contract labourers is legal and justified and if not, to what relief the workmen/contract labourers are entitled to?”

2. On receipt of the Industrial Dispute this Tribunal numbered it as ID 107/2005 and issued notices to both sides. Both sides entered appearance through their counsel and filed Claim and Counter Statement respectively.

3. The averments in the Claim Statement filed by the petitioner in brief are these:

The petitioner is a registered Trade Union having substantial number of permanent workmen working in BSNL as its members. The workmen involved in the dispute are doing cable work. They are working through the alleged Contractor. Even though the Contractor change often the workmen continue to remain the same. The very same work carried out by the permanent employees are done by these workmen as well. The work done by them is perennial in nature. The alleged Contractors in most of the cases are one of the employees. The workmen concerned in the dispute are Class-IV employees for whom sponsorship of Employment Exchange is not required. The work performed by them are very essential. The contract system allegedly in existence is only a camouflage. BSNL is an establishment as per the Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workman) Act. The concerned workmen are to be made permanent on completion of 480 days in a period of 24 calendar months. There are regular sanctioned posts for regularizing the concerned workmen. An order may be passed holding that the concerned workmen are entitled to absorption in the service of the Respondents from the date of their joining service together with continuity of service and attendant benefits.

4. The First Respondent has filed Counter Statement on behalf of other Respondents as well, contending as below:

The petitioner has no *locus-standi* to espouse the cause of persons who are not employees of the Respondents. The petitioner is not a recognized union also. The Contractors have not been impleaded as parties. So the dispute is having the defect of non-joinder of parties also. The claim of the petitioner that the concerned workmen are doing the same work as done by regular employees, that the work is perennial in nature, that there is direct control and supervision by the Respondents, that the Contractors are Officers of the Respondents, etc. are denied as incorrect. The petitioner has admitted the workmen to be contract labourers and at the same time has deliberately described them as casual labourers. These are inconsistent pleas. It is denied that the concerned workmen are doing the work of cable jointing. The allegation that the contract is sham is not correct. There is no camouflage in the contract as alleged. If the petitioner's claim that the workmen have worked for more than 480 days under the Contractor is true they are at liberty to claim permanency with the Contractor. The petitioner is not entitled to any relief.

5. The evidence in the case consists of oral evidence of WW1 and MW1 and documents marked as Ext.W1 to Ext.W10. No documents were produced on the Respondent's side

6. **The point for consideration is:**

Whether the concerned workmen are entitled to absorption as claimed?

The Point

7. The dispute is raised on behalf of 14 workmen whose names are given in the appendix to the Schedule of reference. S.No. 6 to 14 in the appendix are said to have started to work with the Respondents in the year 2003 and the others in different years starting from 1988.

8. The petitioner has claimed in the Claim Statement that the concerned workmen have been working for the Respondents directly though they are allegedly working under the Contractors. It is further stated that the Contractors in most cases are only employees of the Respondents and the contract system employed by the Respondents is only a

camouflage. The petitioner has claimed absorption on the basis of the Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workman) Act as well.

9. The petitioner has examined one of the concerned workman, S.No. 10 in the annexure to the Schedule of reference and also marked 10 documents to substantiate the case put forth by it. Though the annexure to the Schedule of reference has given the names of 14 workmen as those involved in the dispute, the witness examined as WW1 has referred to only 10 names as those involved in the dispute. He has stated that out of these 10 workmen, he is giving evidence only on behalf of only 8 as one is no longer interested in the case and another has already obtained an Award in another ID. During cross-examination the witness has stated that even though he is claiming absorption on behalf of 8 workmen including himself he has produced documents pertaining to himself and 2 others by name Jagadheesan and Jayakrishnan only. So the case put forth on behalf of other workmen other than these three could be found against even at the outset in the absence of any evidence other than the oral evidence given by WW1 in this respect.

10. The petitioner has not produced the application before the Assistant Labour Commissioner by which the dispute was raised. So the actual date on which the dispute was raised is not available. However it could be seen from the order of reference that the dispute was raised in the year 2004. All the documents produced on behalf of the petitioner other than Ext.W1 are of the periods subsequent to the period of reference. WW1 has stated in his Chief Affidavit that himself and the other workmen concerned were employed as Part-Time Delivery Messenger at Telegraphic Office, Vellore with effect from 2003. Though the case in the Claim Statement is that all the workmen were doing cable work there is no reference to this work in the Claim Statement. However, even in the appendix to the Schedule of reference the nature of employment of the workmen is shown as that of Telegraph Messenger. WW1 has stated that the other 7 workmen for whom also he is giving evidence have been orally terminated from service in the year 2014 when there was a strike. He himself is continuing in the Transmission Section of Optical Fibre Cable Section, Vellore. He has stated that all the workmen including himself were doing work which is perennial in nature. They were initially paid at the rate of Rs. 30/- per day and subsequently it was enhanced and now he is getting about Rs. 5,000/- per month. He has stated that all the workmen including himself have completed more than 240 days of continuous service in a period of 24 calendar months preceding the date of termination and have completed 480 days in a period of 24 calendar months and as such are to be deemed to have attained permanent status.

11. The claim of the workmen being that they have entered service in the year 2003, there is no scope for the contention that they are retained as contract workers and continued as such for years with the object of depriving them of the status and privileges of permanent workmen.

12. Reference was already made to the documents produced. Even in Ext.W1, the sole document which can be said to be one prior to the raising of the dispute, the workmen are described as on contract. In the subsequent documents, Ext.W2 and Ext.W3 also the description given is as contract Messengers. There is nothing to show that the three workmen have completed 480 days of service within 12 calendar months. Even if 10.01.2003 the date of joining given in the appendix to the Schedule of reference is accepted as the date on which the workmen have actually started to work and not as contract workmen but directly, it would not have been possible for them to complete 480 days of service before the date on which the dispute was raised. There is nothing to show that the workmen were under the control and supervision of the Respondents. On the other hand the description given in the documents would lead only to a conclusion that they were taken in as contract workers. So, even WW1 and the two other workmen named by him during cross-examination are not entitled to any relief. The reference has to be answered against the petitioner.

In view of the above discussion the reference is answered against the petitioner. An Award is passed accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 22nd March, 2017)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner Union : WW1, Sri. P. Anandan
For the 2nd Party/Respondents : MW1, Sri. R. Munirathanam

Documents Marked:

On the petitioner's side

Ex.No.	Date	Description
Ext.W1	11.10.2003	Duty Chart of contract Messengers (Ex.W1)
Ext.W2	02.10.2004	Duty Chart of contract Messengers (Ex.W2)

Ext.W3	01.01.2005	Duty Chart of contract Messengers (Ex.W3)
Ext.W4	14.10.2005 to 27.04.2006	Messengers Delivery Receipts to maintained by P. Anandan (Ex.W4)
Ext.W5	18.01.2006	Duty Chart of K.Jagadeesan for in door work (Ex.5)
Ext.W6	02.02.2006	Duty Chart of K.Jagadeesan for in door work (Ex.6)
Ext.W7	13.04.2006	Gate pass slip relating to K. Jagadeesan (Ex.w7)
Ext.W8	12.12.2006	Messengers Delivery Receipts maintained by R. Jayakrishnan (Ex.W8)
Ext.W9	07.06.2006	Messengers Delivery Receipts maintained by R. Jayakrishnan (Ex.W9)
Ext.W10	23.06.2006	Messengers Delivery Receipts maintained by R. Jayakrishnan (Ex.W10)

On the Management's side

Ext.No.	Date	Description
	Nil	

नई दिल्ली, 17 अप्रैल, 2017

का.आ. 1090.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मुख्य महाप्रबंधक, बीएसएनएल, चेन्नई व अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 108/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03.04.2017 को प्राप्त हुआ था।

[सं. एल-40011/06/2005-आई.आर. (डीयू)]

राजेन्द्र जोशी, उप निदेशक

New Delhi, the 17th April, 2017

S.O. 1090.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 108/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in Annexure, in the industrial dispute between the employers in relation to the Chief General Manager, BSNL, Chennai & others and their workman, which was received by the Central Government on 03.04.2017.

[No. L-40011/06/2005-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI**

Wednesday, the 22nd March, 2017

Present : K.P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 108/2005

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Bharat Sanchar Nigam Ltd. and Two Others and their workman)

BETWEEN :

The Circle Secretary
BSNL Employees Union, RK Srinivas Appts.
No. 21, Bharathiyar First Street
Pazhavanthangal
Chennai-600114

: 1st Party/Petitioner Union

AND

1. The Chief General Manager : 2nd Party/1st Respondent
BSNL, Tamil Nadu Circle, Anna Salai
Chennai-600002
2. The General Manager, BSNL : 2nd Party/2nd Respondent
Market Committee Building, Tollgate
Vellore
3. The Chairman & Managing Director : 2nd Party/3rd Respondent
Statesman House
New Delhi-110001

Appearance :

- For the 1st Party/Petitioner Union : M/s. K.M. Ramesh, Advocates
For the 2nd Party/Respondents : Sri P. Srinivasan, Advocate

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-40011/6/2005-IR (DU) dated 26.09.2005 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the action of the management of Telecom Department, BSNL, Chennai in non-regularizing/absorbing the services of Sri R. Raghothaman and 29 Others, contract labourers is legal and justified and if not, to what relief the workmen/contract labourers are entitled to?”

2. On receipt of the Industrial Dispute this Tribunal numbered it as ID 108/2005 and issued notices to both sides. Both sides entered appearance through their counsel and filed Claim and Counter Statement respectively.

3. The averments in the Claim Statement filed by the petitioner in brief are these:

The Petitioner is a registered Trade Union having substantial number of permanent workmen working in BSNL as its members. The employees concerned in the dispute are doing Office Work under the Respondents. The employees are working through the alleged Contractor. Even though the Contractors changed often these employees continued to work for the Respondents. The nature of duties performed by the employees are the same as carried out by the permanent employees of the Telecom Department. The work done by them is perennial in nature. The alleged contractors in most of the cases are one of the employees of the Respondents. The concerned employees cannot be treated as contract labourer. The overall control of the employees was with the Telecom Department. The so-called contract labour system is only camouflage. There are sanctioned posts for regularizing the employees concerned in the case. The Respondent establishment is one that comes under Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workman) Act. All the employees have completed 480 days of service in a period of 24 calendar months. They are entitled to be made permanent. An Award may be passed holding that the workmen are entitled to absorption in the service of the Respondents from the date of their joining service, together with continuity of service and attendant benefits.

4. The Respondents have filed Counter Statement contending as below:

The petitioner is not concerned with the persons on whose behalf the dispute is raised. The BSNL Union is not expected to take up the cause of those who are not members of the Union nor are the employees of the Department of Telecom or BSNL. The BSNL is not precluded from engaging Contractors to get certain items of work done. The Respondents are not responsible for the workers engaged by the Contractors. The work is extracted through the Contractors on work contract basis. The contentions in the Claim Statement are denied. The petitioner is not entitled to any relief.

5. The evidence in the case consists of oral evidence of WW1 and MW1 and documents marked as Ext.W1 to Ext.W5. No documents were marked on the Respondent's side

6. **The point for consideration is:**

Whether the concerned workmen are entitled to absorption as claimed?

The Point

7. The Petitioner has raised the dispute on behalf of 30 workmen whose names and other details are given in the annexure to the Schedule of reference. According to the Petitioner Union all these workmen have been doing office

work in the Respondent establishment and still continue to work also. It is the case of the petitioner that though these workmen are termed as contract workers, the so-called contract system is only a camouflage. It is also there case that the Contractors are all employees of department itself and working under them cannot be termed as working as contract labours. It is also contended by the petitioner that all the workmen have completed 480 days of continuous service within 24 calendar months and they are entitled to be made permanent under the Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workman) Act.

8. One of the workman named in the annexure to the Schedule of reference has been examined as WW1. Though 30 workmen including him are named in the annexure to the Schedule of reference, WW1 has named only 12 persons in the affidavit in lieu of Chief Examination filed by him. He has stated in the affidavit that he is giving evidence on behalf of himself and 11 others named in the affidavit only. He has stated that all of them have been employed in Telephone Bhawan, Vellore and doing Office Assistant work of up-keeping of files and moving files from one table to another and from one Section and another. They were also doing Messenger work of delivery of thapals and files from one office to another office, it is stated. WW1 has further stated in the affidavit that the contract system which according to the Respondents is in existence is only a make-believe arrangement and all of them were working directly under the Respondents and were getting directions from Sub-Divisional Engineer and other officials of the Respondents.

9. Though WW1 has named 12 persons including himself in the affidavit, documents are not at all produced in respect of 10 persons other than himself and one Kedarnath. During cross-examination WW1 has stated that the concerned workmen have joined the establishment in 2003. In the absence of direct evidence by these workmen no evidence is available to show when they have joined, whether they have been continuously working in the establishment, whether they are still continuing, etc. So the claim for absorption on behalf of these workmen could be rejected outright.

10. Ext.W1 to Ext.W3 are the documents produced on behalf of WW1. As seen from the annexure to the Schedule of reference, this workman has joined the establishment in April 1997. However, it could be seen from the admission during his cross-examination that he has joined in 2003 only so his case in the annexure to the Schedule of reference is a false one. So far as the documents on behalf of WW1 are concerned, Ext.W1 & Ext.W2 are said to be the Attendance Registers. These do not contain any seal of the establishment. One does not know who has signed these documents. Even assuming that these are genuine documents, these starts from August 2003 only. These would not show that WW1 was working in the establishment continuously for more than 480 days before the dispute was raised. The document is not continuous one but only for intermittent dates. Even if the entire days shown in the document are calculated it would not make 480 days. So far as Ext.W3 is concerned, this contains a series of Gate Passes in the name of WW1. All these are of the years 2012, 2014, etc. These are of no use in establishing the case of WW1 as these are of recent origin. So in any case there is no basis for the contention for making permanent on the basis of the Tamil Nadu Act for conferment of permanency. Even otherwise the petitioner would not be entitled to be made permanent on the basis of the enactment.

11. The case that the contract system under which WW1 is working is a sham one also could not be accepted. The dispute itself was raised in 2003. Other than the oral evidence, there is no evidence as to on what basis he had been working. So the case that the contract system if any is a sham one which is made a basis for absorption in the establishment also is without evidence.

12. Ext.W4 is the Attendance Register pertaining to Kedarnath. One does not know if this had actually come from Respondent establishment. It does not contain any seal of the office or anything to show that it originated from the Office of the Respondents. Even assuming that it is a genuine document, it is not sufficient to establish the case. The document starts from 21.08.1998. This shows dates up to 31.07.2002. However, there is no continuity for the document. One does not know if the person was continuously working in the establishment. The concerned person himself did not come forward to state his case. Ext.W5 contains a series of Issue and Receipt Slips bearing the signature of a person by name Kedarnath. These documents are in the letter head of BSNL. So these must be genuine ones. These certainly would show that the person by name Kedarnath had been in the establishment even in the year 2010. Subsequent slips are not seen produced. However, all these slips being of the period subsequent to the raising of the dispute, these do not serve the purpose of proving the case of the petitioner. So the case put forth on behalf of Kedarnath also could not be accepted. So the petitioner is not be entitled to any relief.

In view of the discussion above, the reference is answered the petitioner. An Award is passed accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 22nd March, 2017)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner Union : WW1, Sri. S. Stephen
 For the 2nd Party/Respondents : MW11, Sri. R. Munirathanam

Documents Marked:**On the petitioner's side**

Ex.No.	Date	Description
Ext.W1	Aug. 2003	Attendance Register (S. Stephen) (Ex. W1)
Ext.W2	Sept. 2003	Attendance Register (S. Stephen) (Ex. W2)
Ext.W3	-	Gate pass 8 Nos. of S. Stephen (W3 series)
Ext.W4	21.08.1998 To 31.07.2002	Attendance Register (N.B Kedharnath) (Ex. W4)
Ext.W5	-	Stores issue and receipt slips 83 Nos. of N.B. Kedharnath (Ex.W5Series)

On the Management's side

Ext.No.	Date	Description
	Nil	

नई दिल्ली, 17 अप्रैल, 2017

का.आ. 1091.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मुख्य महाप्रबंधक, बीएसएनएल, चेन्नई व अन्य एवं उनके कर्मचारी के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 109/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03.04.2017 को प्राप्त हुआ था।

[सं. एल-40011/07/2005-आई.आर. (डीयू)]

राजेन्द्र जोशी, उप निदेशक

New Delhi, the 17th April, 2017

S.O. 1091.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 109/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in Annexure, in the industrial dispute between the employers in relation to the Chief General Manager, BSNL, Chennai & others and their workman, which was received by the Central Government on 03.04.2017.

[No. L-40011/07/2005-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI**

Wednesday, the 22nd March, 2017

Present : K.P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 109/2005

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Bharat Sanchar Nigam Ltd. and Two Others and their workman)

BETWEEN :

The Circle Secretary : 1st Party/Petitioner Union
 BSNL Employees Union, RK Srinivas Appts.
 No. 21, Bharathiyar First Street
 Pazhavanthangal
 Chennai-600114

AND

1. The Chief General Manager : 2nd Party/1st Respondent
BSNL, Tamil Nadu Circle, Anna Salai
Chennai-600002
2. The General Manager, BSNL : 2nd Party/2nd Respondent
Market Committee Building, Tollgate
Vellore
3. The Chairman & Managing Director : 2nd Party/3rd Respondent
Statesman House
New Delhi-110001

Appearance :

- For the 1st Party/Petitioner Union : M/s. K.M. Ramesh, Advocates
For the 2nd Party/Respondents : Sri P. Srinivasan, Advocate

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-40011/7/2005-IR (DU) dated 26.09.2005 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the action of the management of Telecom Department, BSNL, Chennai in non-regularizing/absorbing the services of Sri A. Dass and 23 Others, contract labourers is legal and justified and if not, to what relief the workmen/contract labourers are entitled to?”

2. On receipt of the Industrial Dispute this Tribunal numbered it as ID 109/2005 and issued notices to both sides. Both sides entered appearance through their counsel and filed Claim and Counter Statement respectively.
3. The averments in the Claim Statement filed by the petitioner in brief are these:

The Petitioner is a registered Trade Union having substantial number of permanent workmen working in BSNL as its members. The employees concerned in the dispute are doing Telegraph Work under the Respondents. The employees are working through the alleged Contractor. Even though the Contractors changed often these employees continued to work for the Respondents. The nature of duties performed by the employees are the same as carried out by the permanent employees of the Telecom Department. The work done by them is perennial in nature. The alleged contractors in most of the cases are one of the employees of the Respondents. The concerned employees cannot be treated as contract labourer. The overall control of the employees was with the Telecom Department. The so-called contract labour system is only camouflage. There are sanctioned posts for regularizing the employees concerned in the case. The Respondent establishment is one that comes under Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workman) Act. All the employees have completed 480 days of service in a period of 24 calendar months. They are entitled to be made permanent. An Award may be passed holding that the workmen are entitled to absorption in the service of the Respondents from the date of their joining service, together with continuity of service and attendant benefits.

4. The Respondent have filed Counter Statement contending as below:

The petitioner is not concerned with the persons on whose behalf the dispute is raised. The BSNL Union is not expected to take up the cause of those who are not members of the Union or are employees of the Department of Telecom or BSNL. The BSNL is not precluded from engaging Contractors to get certain items of work done. The Respondents are not responsible for the workers engaged by the Contractors. The work is extracted through the Contractors on work contract basis. The contentions in the Claim Statement are denied. The petitioner is not entitled to any relief.

5. The evidence in the case consists of oral evidence of WW1 and MW1 and documents marked as Ext.W1 to Ext.W5. No documents were marked on the Respondent's side

6. **The point for consideration is:**

Whether the concerned workmen are entitled to absorption as claimed?

The Point

7. The petitioner has raised the dispute on behalf of 24 workmen whose names and other details are given in the annexure to the Schedule of reference. The annexure describes 24 persons as those doing Cable Line Work in Vellore SSA. As seen from the annexure they have started to work in the establishment on different dates in the years between 1995 to 1999. It is the case of the petitioner that all these workmen were continuously working in the establishment and they have completed 480 days of work during 12 calendar months. It is the further case of the petitioner that though the workmen are said to be working under the Contractors, the so-called contract system is sham and is only a camouflage. According to the petitioner, the so-called Contractors are employees of the Respondents themselves.

8. One of the concerned workman has been examined as WW1. He has filed Proof Affidavit in lieu of Chief Examination. Though there are 24 workmen including him in the annexure to the schedule of reference he has named only 10 of them in the Proof Affidavit. He has stated in the affidavit that the affidavit is on behalf of himself and the remaining 9 workers named in the affidavit and not in respect of other workmen named in the Schedule of reference. He has stated that all the 10 workmen including himself are doing Cable Joining work at Vellore, Ranipet, SIPCOT, Ranipet, etc. He has stated that the contention of the Respondents that all of them are contract labourers is not correct. He has further stated that himself and others are getting salary from a Telecom Mechanic who is a permanent employee of the Department. This Mechanic used to give directions and instructions regarding the work. They were being supervised by the said official only. Earlier before BSNL came into existence they were working in the Department of Telecom and their work was supervised by the Junior Telecom Officer and Telecom Mechanics. According to him they were employed ever since 1999. He has given the names of the officials who are said to have extracted work from the concerned workmen also. During cross-examination WW1 has stated that does not know on which date the other 9 workmen have started to work with the Respondents.

9. Though WW1 has stated that he is giving evidence on behalf of himself and other 9 workmen, he has produced documents pertaining to two more workmen only, apart from himself. Ext.W4 is in respect of one Pasupathy who is named by WW1 in his affidavit. This contains work orders for the period from 10.01.2006 to 30.05.2007. Apparently, this pertains to the period after the dispute was raised. No documents are available to show that Pasupathy was working for the Respondents before the dispute was raised. The concerned workman has not come forward to give evidence to establish his case. So there is no evidence available to show that he worked for the establishment before the dispute was raised. So the claim in respect of Pasupathy is to be rejected.

10. Ext.W5 contains work orders in respect of Pitchandi who is also named by WW1 in his affidavit. However, the reason given for rejecting the case of Pasupathy exists in respect of this document also. The work orders are of the period from 08.08.2012 to 30.07.2014. There is nothing to show that this workman had been there in the establishment before the dispute was raised. Even assuming he was there, there is no evidence as to when he had started to work, what was the nature of work done by him, etc. So the claim in respect of this workman also has to be rejected.

11. So far as the other workmen named by WW1 are concerned, evidence is totally lacking. There is not even a piece of paper to show that they were in the establishment prior to the raising of the dispute or were there even after that.

12. Ext.W1 to Ext.W3 are said to be documents in respect of WW1 himself. Ext.W1 is said to be work sheet regarding the number of days worked by WW1. However, this will not serve any purpose as the name of the concerned person is not available in the document. There is a signature purported to be that of WW1 at the bottom of this document. This shows the number of days worked in the years 1999 to 2003. But it is written in plain paper and has no seal or anything else to identify it with the Respondents and cannot be relied upon. Ext.W2 is said to be a statement showing the work carried out by WW1 with his signature and countersigned by the Supervisor. It starts from 09.05.1999 and is available up to 01.05.2003. This too has no authenticity and cannot be relied upon as in the case of Ext.W1. Ext.W3 contains Material Requisition Slips which are genuine. However, these are mostly of the period after 2006 and are not relevant for the purpose of the dispute except to show that WW1 had been continuing to work for the Respondents even after the dispute was raised. Thus, the only documents available to show that WW1 was working for the Respondents before the dispute was raised are the Ext.W1 and Ext.W2 which cannot be relied upon. In Ext.W1 itself WW1 is referred to as contract labour. Even assuming that WW1 had worked for more than 480 days before the dispute was raised, this shows him to be under the Contractor in which case the benefit of the Tamil Nadu Act for permanency would not be available to him at all.

13. The contention that is advanced is that contract system under which the workmen were working is sham. However, material is not produced to justify this contention. The petitioner had raised the dispute in 2004. There is no evidence to show that WW1 was working for the establishment for years together and the Respondent establishment had been utilizing his work under the guise of contract system for a very long time continuously. So in any case his claim for absorption or regularization on the basis that the contract system through which he is working is a sham also could not be accepted. The petitioner is not entitled to any relief.

In view of the discussion above, the reference is answered against the petitioner. An Award is passed accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 22nd March, 2017)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner Union : WW1, Sri. S. Manoharan
For the 2nd Party/Respondents : MW11, Sri. R. Munirathanam

Documents Marked:

On the petitioner's side

Ex.No.	Date	Description
Ext.W1	-	Work sheet for number of days worked by S. Manoharan for the period years 1999 to 2003
Ext.W2	-	Statement showing the works carried on S. Manoharan and counter signed by the supervisor for the period 09.05.1999 to 31.05.2003
Ext.W3	-	Material Requisition slip dated 05.07.2003 and 09.07.2003
Ext.W4	-	Work order for the period 11.01.2006 to 30.05.2007 in respect of A. Pasupathy
Ext.W5	-	Work order for the period 08.08.2012 to 30.07.2014 in respect of K.Pitchandi

On the Management's side

Ext.No.	Date	Description
	Nil	

नई दिल्ली, 17 अप्रैल, 2017

का.आ. 1092.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार महाप्रबंधक, दूरसंचार, बीएसएनएल, त्रिची व अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 320/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03.04.2017 को प्राप्त हुआ था।

[सं. एल-40011/11/2003-आईआर (डीयू)]

राजेन्द्र जोशी, उप निदेशक

New Delhi, the 17th April, 2017

S.O. 1092.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 320/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in Annexure, in the industrial dispute between the employers in relation to the General Manager, Telecom, BSNL, Trichy and others and their workman, which was received by the Central Government on 03.04.2017.

[No. L-40011/11/2003-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI**

Wednesday, the 22nd March, 2017

Present : K.P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 320/2004

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Bharat Sanchar Nigam Ltd. and Two Others and their workman)

BETWEEN :

The Circle Secretary : 1st Party/Petitioner Union
 BSNL Employees Union
 No. 3/71, 4th Street, Raghava Nagar
 Madipakkam
 Chennai-600091

AND

1. The General Manager : 2nd Party/1st Respondent
 BSNL Trichy
2. The Chairman & Managing Director : 2nd Party/2nd Respondent
 BSNL, Sanchar Bhawan
 New Delhi-110001
3. The Chief General Manager : 2nd Party/3rd Respondent
 BSNL Tamil Nadu Circle
 Anna Salai
 Chennai-600002

Appearance:

For the 1st Party/Petitioner Union : M/s. K.M. Ramesh, Advocates
 For the 2nd Party/Respondents : Sri D. Simon, Advocate

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-40011/24/2002-IR (DU) dated 07.01.2003 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the non-absorption of the casual employees as per Annexure as claimed by the BSNL Employees Union is legal and justified? If not, to what relief the workmen are entitled to?”

2. On receipt of the Industrial Dispute this Tribunal numbered it as ID 320/2004 and issued notices to both sides. Both sides entered appearance through their counsel and filed Claim and Counter Statement respectively.
3. The averments in the Claim Statement filed by the petitioner in brief are these:

The petitioner is a registered trade union. It has a substantial number of permanent workmen working in BSNL as its members. The workmen concerned in the dispute are working as Telegraph Messengers. They are working through alleged Contractor. Even though the contract is changed often, the employees continue to be the same. They are doing the very same work which is carried out by the permanent employees of the Respondent. The work done by the concerned workmen are integral part of the work of the department. The works performed by them are very essential. The so-called contract system is a sham one. In most of the case the Contractor does not possess any license as required under the CLRA Act. The overall control of the concerned workmen remained with the Respondent. In most case the alleged Contractors are regular staff of the Respondent. There are regular sanctioned post for regularizing the concerned workmen. The concerned workmen are entitled to be made permanent on completion of 480 days in a period of 24 calendar months. An order may be passed holding that the workmen are entitled to be absorbed in the service of the Respondent from the date of their joining the service with continuity of service and other attendant benefits.

4. The Respondents have filed Counter Statement contending as below:

The Petitioner Union is not a representative union of BSNL. It has no capacity to represent the staff of the Respondent or workmen on contract. The workmen for whom relief is claimed are not members of the Petitioner Union. The petitioner cannot represent those who are not its members. The Trichy Telecom District Area has entered into contract with some agencies. The Agency has the right to engage any person to complete the work. The work is supervised by the Agency. The Respondent is paying bills to the Agency only. Contract used to be awarded only for six months. The details of the workmen given in the Claim Statement are false. Departmental works are entrusted to approved Contractors and payments are made only to approved Contractors. Payment used to be made not on monthly basis but on the basis of quantum of work. BSNL has got regular set of staff for carrying out work which are regular in nature. Works which are temporary in nature are allotted to the Contractors as these are not perennial in nature. The claim that the concerned workmen are doing the same work as done by the regular employees and the work is perennial

in nature are not correct. The contract is entered into for a certain period and the same would expire on the due date. So the question of the work becoming perennial in nature does not arise. The Respondent is having registration certificate under CLRA Act and all the Contractors are having license under the Act also. Initially the department has been paying directly for contingency works. Contract Labour was paid on requirement basis and also pro-rate basis at the rate of Rs. 1.75 and Rs. 2.50 per telegram for effecting delivery. The above works were of contingent nature and not permanent. The petitioner is not entitled to any relief.

5. The evidence in the case consists of oral evidence of WW1 and WW2 and MW1 and documents marked as Ext.W1 to Ext.W11 and Ext.M1 to Ext.M13.

6. **The point for consideration is:**

Whether the concerned workmen are entitled to absorption as claimed?

The Point

7. The schedule of reference has an annexure with names of 25 workmen. The Petitioner Union has raised the dispute on behalf of these workmen. The case of the Union is that all these workmen have been working as Telegraph Messengers, that even if they are working through Contractors the contracts are sham and nominal and they are entitled to be absorbed in the regular establishment. The annexure to the Schedule of reference has given the date of joining of each of the concerned workman also. As seen from the annexure they were working in different places under Trichy SSA.

8. WW1, Sakthivel, one of the concerned workmen is examined to prove the case. His evidence seems to be on behalf of all the workmen also. WW2 examined in the case is only the Treasurer of the Petitioner Union and his evidence is intended only to show that the Petitioner Union has the right to espouse the cause of the concerned workmen.

9. The case in the Claim Statement is that the concerned workmen are working through so-called Contractors who used to be employees of the Department mostly. What is stated in the affidavit is that all the 25 workmen were employed in Trichy Telecom SSA and were working in places like Trichy, Kulithalai, Srirangam, Theppakulam, etc. It is further stated that the Department of Telecom had been paying wages by issuing receipt. The wages used to be paid weekly, fortnightly or sometimes even on monthly basis. It is further stated in the affidavit that all the workmen have completed 480 days of continuous service in a period of 24 calendar months and the Respondents ought to have conferred permanent status on them. It is also stated that the so-called Contractors did not appoint them and they do not know who the Contractors are.

10. Though the evidence given by WW1 is said to be on behalf of all the concerned workmen, except the statement in his Proof Affidavit there is no other evidence available in respect of workmen other than Augustine, Balaji and Swaminathan. None of the documents produced on behalf of the petitioner refer to any of the workmen other than the above persons. None of those workmen have come forward to establish their case that they have been working in the establishment for a long time as casual employees or as contract labours and that the work done by them was perennial in nature, that the contract is sham and they are entitled to be regularized. There is no evidence at all to show that they have ever worked in the establishment. So the case of the 21 persons other than the four including WW1 already named could be rejected even at the outset.

11. Now it is to be seen what is the evidence available regarding the workmen by name Augustine, Balaji and Swaminathan. Ext.W4 is the bill for payment of wages to contract workers for the month of February 2000 for delivery of telegrams. Augustine is seen paid Rs. 25/- and Balaji Rs. 235/- for the month. Ext.W5 is another such bill for the month of March 2000. As per this also payment is seen made to Augustine and Balaji and also Swaminathan, another workman named in the Schedule of reference, alongwith WW1. Thus the documentary evidence available so far as Augustine and Balaji are concerned are payment for two consecutive months in the year 2000 and for Swaminathan payment for just one month. These documents are not at all sufficient to establish the case that these persons were working continuously with the Respondent to enable them to be absorbed in the service of the Respondent. So the case on behalf of these three workmen also are to be rejected.

12. The only workmen that now remains is WW1. It is to be seen what are the documentary evidence available in respect of this witness. In the Claim Statement the petitioner has stated that all the concerned workmen are working as Telegraph Messenger and they are under the control of alleged Contractor but mainly the Officers of the Respondent are controlling them. Payment is stated to have been made by the Respondent. The schedule of reference itself is whether the claim of the petitioner for absorption of "contract labour" is legal and justified.

13. The case in respect of WW1 and for that matter regarding all the concerned workmen is that initially they were working directly under the Respondents. The documents produced on the side of the petitioner would show that this is true in the case of Sakthivel who is examined as WW1. WW1 has stated that earlier direct payment was made by the

respondent by ACG-17. Ext.W1 (series) are two such documents showing such payment, one dated 29.01.1990 and the other dated 19.02.1990. The payee as per these documents is WW1. There is also Ext.W3 which gives the particulars of the rate of employment and the number of messages delivered by WW1. This gives details of the rate of employment from 01.12.1996 to 31.12.1986. The document contains the signature of Senior Telegraph Manager in the Telegraph Office. This would show that WW1 continued to be the direct employee of the Respondents even during 1996. Ext.W2 is a certificate issued by a Senior Telegraph Master-in-Charge stating that WW1 was working in the office from 10.01.1993. Of course, this certificate is not proved through the person who has issued the same. According to the Respondents, it is issued by a person who is not competent to do so. However, in so far as the genuineness of this document is not disputed this document bears some weight in establishing the case of WW1 that he was earlier directly employed by the Respondents.

14. The position seems to have changed during the year 2000. Ext.W4 and Ext.W5 are statements of February and March 2000 respectively giving details of the bill for payment of wages to “contract workers” of Central Telegraph Office, Thiruchirappally. Alongwith other names the name of WW1 also is found in this document. This would show that the Respondents have started to treat WW1 as contract worker by this time. Ext.W6 is the details showing the working days of WW1 certified by an Officer of Thiruchirappally. Of course, the name of WW1 is missing from this document probably because the copies are not properly taken. However, the Respondents have not challenged the evidence of WW1 that this document pertains to him. This shows continuous engagement of WW1 during the year 2000-2001. Ext.W7 is the Attendance Register in respect of WW1 during the year 2000-2001. Ext.W7 is the Attendance Register in respect of WW1 countersigned by the Sub-Divisional Engineer of Central Telegraph Office, Thiruchirappally. The date of engagement and duty time alongwith the signature of WW1 as well as the Officer-in-Charge are available in this. This is of the year 2004 and 2005. WW1 has stated during his cross-examination that he is still working under the Respondents. There is no contra evidence to this evidence also. Thus what is clear from the documents is that WW1 had been working for the Respondents at least from January 1990 and he is still working for them.

15. The case of the petitioner is that the alleged contract system is a sham one. WW1 has stated in his affidavit that most of the so-called Contractors are one or other regular employee of the Respondent itself. This is stated by the petitioner as a reason to come to the conclusion that the contract is a sham one. Though such a contention is raised by the petitioner the Respondents have not produced any contracts entered into by it with the so-called Contractors. The only one contract produced by the Respondents is Ext.M9 dated 13.02.1998. However, this is for erection and dismantlement of lines and wires of Trichy SSA. As seen from the documents produced on behalf of the petitioner WW1 was working as Telegraph Messenger during 1998 and also subsequently. There would not have been any difficulty for the Respondents to produce the relevant agreements, if any entered into with the so-called Contractor by which WW1 was also engaged. However, such agreements are not produced. So there is sufficient indication to show that even if WW1 is described as a contract labour there was no proper agreement regarding the same. WW1 has of course stated during his examination that department was not bound to retain files and documents after a particular period. Even if this case is accepted at least those documents immediately prior to the reference should have been available with the Respondents. They are not expected to destroy the documents even after the time limit, once the dispute was raised.

16. It is clear from the evidence of WW1 that he was being engaged throughout as a Telegraph Messenger. He was doing the same kind of work throughout after he was started to be engaged by the Respondents. The available documents would show that he was being engaged without any gap. No doubt, documents pertaining to the entire period are not there. But those documents which are produced are sufficient to show that the engagement must have been continuous in nature. Otherwise it is unlikely that WW1 is being engaged even now though under the so-called Contractor.

17. There is a case for the Respondents that there was ban on engaging casual workers directly after 30.03.1985 as revealed by Ext.M2 order issued by the Government. According to the Respondents WW1 could not have been engaged directly after Ext.M2. However, the fact remains that even in the year 1990 WW1 was being paid directly by the Department. So what is to be assumed is that in spite of the ban casual labourers used to be engaged by the Respondents. All these are indicative of the fact that the contract if any through which WW1 was engaged after the year 2000 was only sham and he was under the direct control of the Respondents. The Respondents are those who must be in possession of the relevant documents regarding the so-called contracts. When there is sufficient evidence on the side of WW1 to show that he was engaged directly initially the burden shifts on the Respondents to disprove the case and show that he was actually working under the Contractor and there was no control or supervision by them. In the absence of any proof the case of WW1 that the contract is sham has to be accepted.

18. The counsel for the petitioner has referred to the decision of the Apex Court in *WORKMEN OF FOOD CORPORATION OF INDIA VS. FOOD CORPORATION OF INDIA* reported in AIR 1985 SC 670 where it was held that a person who is under direct employment cannot be converted to a contract employee. It was a case where the Food

Corporation had engaged several workmen directly, but subsequently a Contractor was inducted and these workmen were brought under him. The dictum was laid down in this context. The petitioner had raised the dispute not long after the so-called contractual system was brought into effect. Apparently, the Respondents without notice to the concerned workmen had brought in a contract system which is a pretext. The Apex Court has stated in *HUSSAINBHAI VS. ALATH FACTORY THOZHILALI UNION* reported in AIR 1978 SC 1410 that the presence of intermediate Contractors with whom the workers have immediate or direct relationship excontractu is of no consequence when on lifting the veil or looking at the conspectus of factors governing employment will discern the naked truth, though draped in different perfect paper arrangement, that the real employer is the Management and not the immediate Contractor. In the present case, on removal of the veil it is very much clear that the contract system if any under which WW1 was working was only sham and nominal and he was really working under the Respondents itself.

19. There is a contention for the Respondents in the Counter Statement that the Union has no capacity to represent the contract workmen. MW1, the Divisional Engineer examined on behalf of the Respondents has stated during his evidence that the casual labourers could not have become members of the Union. Ext.M3 circular is produced to prove this. He has also stated that the concerned workmen who are not even casual labourers cannot become members of the Union and for this reason the Union is not competent to represent them in this dispute also. The petitioner has examined WW2, the Treasurer of the Union to meet this contention. As seen from the evidence there was earlier 6 Unions among the workmen of the Respondents. However, these Unions got merged with the Petitioner Union. In the Working Committee Meeting of the Union it was decided to espouse the case of the concerned workmen. The resolution of the Union is marked as Ext.W10. When such a resolution is taken the Petitioner Union is quite competent to raise the dispute on behalf of the concerned workmen. So the contention that the Union is not competent to espouse the cause of the workmen will not hold good.

20. In view of my discussion above WW1 is entitled to the relief claimed. An Award is passed as below:

The reference is partly allowed.

WW1, Sakthivel shall be deemed to have been absorbed in the service of the Respondents in his then position with effect from the date on which the dispute was raised. He shall be entitled to wages of a regular employee from that date. Difference in the wages payable to him shall be paid within two months of the publication of the Award in the absence of which the amount will carry interest at the rate of 6% per annum from the date of the Award.

The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 22nd March, 2017)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner Union : WW1, Sri P. Sakthivel
WW2, Sri K. Srinivasan
For the 2nd Party/Respondents : MW1, Sri A. JayaKumar

Documents Marked:

On the petitioner's side

Ex.No.	Date	Description
Ext.W1	29.01.1990 and 19.02.1990	Payment by ACG-17
Ext.W2	1995	Service Certificate issued by STM-in-Charge, JMC, Trichy to Sakthivel
Ext.W3	01.01.1997	Payment receipt signed by Mohammad Ali, STM, JMC, Trichy to Sakthivel
Ext.W4	29.03.2000	Payment receipt signed by Natarajan, SDE, CTO, Trichy issued to Augustine, A.S. Balaji and Sakthivel
Ext.W5	March 2000	Payment receipt signed by Natarajan, SDE, CTO, Trichy issued to Saminathan
Ext.W6	01.11.2000 to 30.06.2001	Working days of Sakthivel certified by K. Mani, SDE, CTO, Trichy
Ext.W7	01.11.2004 to	Attendance Register countersigned by J. Devasahayam, SDE, O&M, CTO Trichy

Ext.W8	-	Annexure to 2 (k) petition
Ext.W9	-	Bye-Laws of the Union
Ext.W10	30/31 st Oct., 2001	Resolution of the Union
Ext.W11	21.03.2006	Lok Sabha Admitted Provisional Started Question Dy. No.
Ext.W12	23.04.1996	Copy of Contract letter from circle Telephone Training Centre
Ext.W13	-	Copies of Available Attendance Registers
Ext.W14	26.04.2002	Copy of Certificate issued to M. Ganesan
Ext.W15	-	Copy of ID Card issued to M. Ganesan
Ext.W16	-	Copy of Entry pass issued to M. Ganesan
Ext.W17	03.07.2007	Copy of letter from Vocational Rehabilitation Centre for Handicapped to the Chief General Manager, BSNL, Circle Office, Chennai-2
Ext.W18	-	Copy of ID Card issued to Smt. Deivanayaki

On the Management's side

Ext.No.	Date	Description
Ext.M1	22.01.1993	Copy of Chief General Manager, Telecom, T.N. Circle, Madras-2 letter No. SR/1-23/92 dated 22.01.1993 regarding eligibility of temporary mazdoors and DRMs for becoming members/office bearers of Staff Unions, Copy of DoT, New Delhi letter no. 29-18/91-SRT dated 24.12.1992 addressed to CGM, Calcutta Phones and endorsement No. E.1/107/Rlgs/92-93/3 dated TR-1 dated 02.02.1993
Ext.M2	30.03.1985	Office of the Director General Circular No. 270/6/84-STN, New Delhi to all heads of other administrative officers, telecom regarding engagement of casual labour
Ext.M3	25.07.1989	Government of India, Ministry of Communications, Department of Telecom letter no. 10-43/89-SRT to The Chief General Manager, Telecommunications, Tamil Nadu Circle, Madras-2 regarding eligibility of casual labour to become office bearers of the Unions
Ext.M4	-	Copy of Page 137 of Appendix 3 from P&T Manual Vol.III
Ext.M5	-	Copy of Appendix No. 3 – Preservation of Records
Ext.M6	05.11.2001	Letter from BSNL to All Chief General Managers regarding adoption of the existing Appointing Authorities in respect of absorption of Group C and D staff in BSNL
Ext.M7	-	Copy of Appendix 13A at Page 426 of Financial & Hand Book of P&T Rules which deals with Rule-331
Ext.M8	-	Copy of letter from CGM, Telecom, Chennai to all Subordinate Offices
Ext.M9	-	Copy of the agreement entered into between BSNL and M/s. Kalimar Constructions.
Ext.M10	25.09.1996	Regn. No. R-II/8/95-D3 regarding copy of the document for registering BSNL as Principal Employer under CLRA Act.
Ext.M11	22.06.1995	Copy of the Notification No. 269-26/90-STN of prescribed procedure to be followed by the Department in the appointment of Group "D" employees category.
Ext.M12	30.08.2002	Copy of the Model Bill prepared for the Contractor.
Ext.M13	22.07.2002	Copy of the license given by Contractor M/s. Tamil Nadu Ex-Servicemen Corporation for 2004 and M/s. First Man Security Service for the year 2002

नई दिल्ली, 17 अप्रैल, 2017

का.आ. 1093.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बीसीसीएल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 42/1992) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17.04.2017 को प्राप्त हुआ था।

[सं. एल-20012/101/1991-आई.आर. (सी-I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 17th April, 2017

S.O. 1093.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 42 of 1992) as shown in Annexure, in the industrial dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 17.04.2017.

[No. L-20012/101/1991-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of reference U/S 10(1) (d) (2A) of I.D. Act, 1947

Reference No. 42 of 1992

Employer in relation to the management of Koyla Bhawan of M/s. BCCL

AND

Their workmen

Present : Shri R.K. Saran, Presiding Officer

Appearances :

For the Employers : Shri D.K. Verma, Advocate

For the Workman : Shri D. Mukherjee, Advocate

Industry : Coal

Dated 21/03/2017

AWARD

By order no. L- 20012 /101/1991 /IR (C-I) dated Nil, the Central Government in the Ministry of Labour has in exercise of the power conferred by clause (d) of sub-Section (1) and sub-Section (2A) of Section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal :

SCHEDULE

“Whether the demand of Gramin Vikash Shramik Sangh for treating Shri Hemlal Mahto and 1750 others workers as employers of M/S Bharat Coking Coal Ltd. And payment to them wages at the rate-fixed under National Coal wages Agreement is justified? If so, to what relief they are entitled?”

Annexure

List of workman

BARAKAR NADI KE LAYAKDIH BALU GHAT KHADAN/BALU SHARIMIK KI SUCHI
M/S. BHARAT COCKING COAL LIMITED : THIKEDAR M/S. M. L. SHARMA

Sl. No	Name of workman	Father's name	Address	Post
1	Hemlal Mahato	Gunu Lal Mahato	Palobera, Chepkia	Sardar
2	Nayan Soren	Kupu Soren	Koriya	Loader
3	Muneshwar Soren	Lakhi Ram Soren	Koriya	Loader

4	Hemashwar Tudu	Rifu Tudu	Koriya	Loader
5	Dagar Mahato	Arjun Mahato	Palobera , Chepkia	Loader
6	Magaram Hembram	Sonaram Hembram	Palobera , Chepkia	Loader
7	Chhotulal Tudu	Jameswar Tudu	Daldali, Sundar Pahari	Loader
8	Hari Lal Mahato	Shital Mahato	Palobera , Chepkia	Loader
9	Basudeo Mahato	Tularam Mahato	Palobera , Chepkia	Loader
10	Bagi Hembram	Bana Hembram	Palobera , Chepkia	Loader
11	Debasis Karmakar	Durgapada Karmakar	Kalisen, Bankura	Loader
12	Maguram Chakraborty	Dhirendra Nath Chakraborty	Bagatbari, Puruliya	Loader
13	Debases Choudhury	Kripasindhu Choudhury	Badra ., Bankura	Loader
14	Manik Chatterjee	Narayan Chatterjee	Talajuri , Purulia	Loader
15	Panchanand Mahato	Motilal Mahato	Manjhi Ladia, Biraj Pur	Loader
16	Puran Chand Mahato	Chandramohan Mahato	Madhu Gora, Birajpur	Loader
17	Sahadeo Mahato	Jagan Mahato	Palobera , Chepkia	Loader
18	Shishir Karmakar	Budhan Karmakar	Khgra, Bankura	Loader
19	Budhadev Chakraborty	Kamakhya Chakraborty	Bikrampur ., Bankura	Loader
20	Debabrata Choudhary	Kripasindhu Choudhary	Badra, Bankura	Loader
21	Samir Acharjee	Kalipada Acharjee	Dhatla, Puruliya	Loader
22	Sajal Niogi	Dilip Kumar Niogi	Agarda, Bankura	Loader
23	Chakradhar Ahato	Chandra Mohan Mahato	Madhugora, Birajpur	Loader
24	Ujjal Niogi	Laxmikant Noigi	Agarda, Bankura	Loader
25	Parsuram Mahato	Chandra Mohan Mahato	Madhugora, Birajpur	Loader
26	Hari Ram Mahato	Dhaniram Mahato	Palobera , Chepkia	Loader
27	Samir Choudhury	Manbodh Choudhury	Talajuri, Puruliya	Loader
28	Ardhendu Mandal	Sasadhar Mandal	Rampur, Puruliya	Loader
29	Mahadev Chakraborty	Swapan Chakraborty	Bikrampur, Bankura	Loader
30	Sidharth Chakraborty	Kamakhya Chakaraborty	Bikrampur, Bankura	Loader
31	Gopal Mahato	Thanu Mahato	Manjhiladih, Birajpur	Loader
32	Nilambar Mahato	Dhaniram Mahato	Palobera, Chepkiya	Lodder
33	Fago Ram Mahato	Dilu Mahato	Palobera, Chepkiya	Loader
34	Mahadeo Mahato	Jagan Mahato	Palobera, Chepkiya	Loader
35	Parth Sarthi Niogi	Ganesh Ch. Niogi	Agarda, Bankura	Loader
36	Dhrubolochan Niogi	Ganesh Ch. Niogi	Agarda, Bankura	Loader
37	Jayant Karmakar	Shankar Karmakar	Lal Bazaar, Bankura	Loader
38	Madhu Sudhan Mukherjee	Mahadev Mukherjee	Bikrampur, Bankura	Loader

39	Ranjit Sharkar	Rakhohari Sharkar	Sabalpur, Dhanbad	Loader
40	Sanjit Sharkar	Rakhohari Sharkar	Brindaban Coloney, , Dhanbad	Loader
41	Suresh Chourasiya	Siyaram Chourasiya	Akhtiyarpur, Dhanbad	Loader
42	Faiyaz Ahmad	Wahid Hussian	Simlabahal, Dhanbad	Loader
43	Dilip Kumar Sinha	Ramowtar Prasad Sinha	Bararee Coke Plant, Dhanbad	Loader
44	Bhubneshwar Mahato	Pancho Mahato	Manjiladih Birajpur, Dhanbad	Loader
45	Sadan Kumar Paswan	Prakash Paswan	Naya-Dhaura, Kustore, Dhanbad	Loader
46	Ejaz Ahamad	Wahid Hussian	Simlabahal, Dhanbad	Loader
M/S :- D.P SHARMA TRANSPORT				
1	Satan Hembram	Henand Hembram	Jargudih, Dhanbad	Sardar
2	Narendra Hembram	Madan Hembram	Jargudih, Dhanbad	Loder
3	Ranjit Kumar Paswan	Debendra Paswan	Quil Basti, Lakhisarai	Loader
4	Nasim Ansari	Nor Mohamad	Shiv Danga Burdawan	Loader
5	Dipak Kumar Sinha	Mahendra Prasad	Bararee Coke Plant, Dhanbad	Loader
6	Jajdish Paramanik	Prabhas Pramanik	Sri Rampur, Puruliya	Loader
7	Maheshwar Ravidas	Manu Ravidas	Sri Rampur, Puruliya	Loader
8	Dinabandhu Ravidas	Rameshwar Ravidas	Sri Rampur, Puruliya	Loader
9	Arvind Kumar Saw	Ram Brichh Saw	Alagdiha, Narchahi, Chatra	Loader
10	Charitra Saw	Nanhoo Saw	Suratpur Pipra, Chatra	Loader
11	Surendra Kumar Saw	Nanhoo Saw	Suratpur Pipra, Chatra	Loader
12	Kausal Kumar Saw	Prabhu Saw	Pakariya, Chatra	Loader
13	Sakaldeo Saw	Beni Saw	Alagdiha, Narchahi, Chatra	Loader
14	Sanjoy Vishwakarma	Ram Pd.Vishwakarma	Baramuri, Dhanbad	Loader
15	Pawan Kumar	Rajendra Vishwakarma	Roha, Nawada	Loader
16	Ajoy Kumar Ram	Kailash Ram	Babachak, Chatra	Loader
17	Umesh Kumar Paswan	Dasrath Paswan	Prakhand, Campus, Jhariya	Loader
18	Salauddin Ansari	Abdul Sattar	Tikiya Para Dhanbad	Loader
19	Md. Hasim	Md. Haqim Mia	I.G. Colony, Burdwan	Loader
20	Binod Bihari Mahato	Bajnath Mahato	Dumarjore, Benagaria	Loader
21	Pradip Kumar	Lato Saw	Singh rawan, Hazaribagh	Loader

22	Santosh Kr. Gupta	Hiralal Saw	Khapriyama, Hazaribag	Loader
23	Ranjan Kumar Saw	Rambrichh Saw	Alakdiha, Chatra	Loader
24	Papu Turi	Badri Turi	Jharia, Dhanbad	Loader
M/S :- BADALWALA TRANSPORT, PUTKI BAZAR, KUSUNDA, DHANDAD				
1	Bhut Nath Mahato	Sudhir Mahato	Pandura, Bejra	Sardar
2	Shisir Karamkar	Budhan Karamkar	Khagra, Shyampur	Loader
3	Prakash Saw	Sadhu Saw	Pandua, Bejra	Loader
4	Budhu Mahato	Nunu Mahato	Pandua, Bejra	Loader
5	Gauari Mahato	Nayan Mahato	Pandua, Bejra	Loader
6	Mantu Dhibar	Kokil Dhiba	Pandua, Bejra	Loader
7	Rampado Mahato	Bhuban Mahato	Pandua, Bejra	Loader
8	Tinkari Mahato	Kuhela Mahato	Pandua, Bejra	Loader
9	Madhu Mahato	Patu Mahatoa	Pandua, Bejra	Loader
10	Godal Dhibar	Kokil Dhibar	Pandua, Bejra	Loader
11	Bhim Karmakar	Prasad Karmakar	Talajuri, Gorangdih	Loader
12	Haldhar Mahato	Shantu Mahato	Talajuri, Gorangdih	Loader
13	Dingla Mahato	Kashi Mahato	Talajuri, Gorangdih	Loader
SHARMA TRANSPORT				
1	Antim Dutta	Tarapada Dutta	Kariya, Bokaro	Loader
2	Satendra Kumar Singh	Aviram Pd. Singh	Imadpur, Vashali	Loader
3	Anurag	Aviram Pd. Singh	Imadpur, Vashali	Loader
4	Mukesh Kumar Singh	Upendra Pd. Singh	Singer Phulkanha Muzaffarpur	Loader
5	Santosh Kumar	Rambalak Roy	Shyampur, Vashali	Loader
6	Rajesh Kumar Singh	Hari Prasad Singh	Balchi, Saharsa	Loader
7	Raman Prasad Singh	Hari Prasad Singh	Balchi, Saharsa	Loader
8	Sambhu Kumar Singh	Raj Kumar Singh	Kishunpur, Madhuban, Muzuffarpur	Loader
9	Jhari Prasad Mahato	Palu Ram Mahato	Bagdaha, Rajgang	Loader
M/S UNITED TRANSPORT CO. PATHARDIH, DHANBAD				
1	Umesh Saw	Sadhu Saw	Pandua, Bejra	Sardar
2	Bipin Gupta	Bajrang Prasad	Karkend Bazaar, Dhanbad	Loader
3	Phudulal Tudu	Budhu Tudu	Pandua, Bejra	Loader
4	Pankaj Kumar Singh	Mukteshwar Pd. Singh	Imadpur, Vashali	Loader
5	Pintu Kumar Singh	Gajendra Singh	Kisunpur L Muzaffarpur	Loader

6	Amit Singh	Gajendra Singh	Kisunpur L Muzaffarpur	Loader
7	Sanjoy Kumar Singh	Bhola Singh	Basantpur, Muzaffarpur	Loader
8	Akhlesh Kumar Singh	Bhola Singh	Basantpur, Muzaffarpur	Loader
9	Chandan Kumar Singh	Bineshwar Pd. Singh	Sanghopatti, Muzaffarpur	Loader
10	Manoj Kumar Singh	Kedar Singh	Kisunpur L Muzaffarpur	Loader
11	Kundan Kumar Singh	Dineshwar Prasad Singh	Sanghopatti, Muzaffarpur	Loader
12	Kaushal Kumar Singh	Nand Keshari Singh	Fulberia, Vaisali	Loader
13	Asarfi Roy	Jagdeo Roy	Rusulpur Gangti, Vaisali	Loader
14	Krishnandan Singh	Shib Kumar Singh	Kkishunpur Madhuban, Mazaffarpur	Loader
15	Nayun Ansari	Samsul Haq	Bhagabandh, Dhanbad	Loader
16	Ashim Chatterjee	Hiralal Chatterjee	Mohal, Bokaro	Loader
17	Budhadeo Roy	Mansaram Roy	Metala, Bankura	Loader
18	Ramdeo Prasad	Baleshwar Turi	Jamadova 8no., Dhanbad	Loader
19	Akash Kumar Singh	Ramlal Singh	Brajadash, Dadpur, Chatra	Loader
20	Bhagwan Jha	Mahendra Jha	Karnapura, , Dhanbad	Loader
21	Bhola Nisad	Rameshwar Mallah	M O.C.P Tisra, Dhanbad	Loader
22	Ranbir Kumar Lala	Indu Lala	Ground Floor K, Dhanbad	Loader
23	Nimai Chand Mandal	Sudhir Mandal	Tumadaha, Dhanbad	Loader
24	Birindra Nishad	Rameshwar Mallah	M O.C.P Tisra, Dhanbad	Loader
25	Sanjay Nisad	Bishu Nisad	Gutushai, Singh bhum	Loader
26	Md. Kabir Ansari	Md. Yakub Ansari	Dabar, Puruliya	Loader
27	Md. Arif Ansari	Md. Haziabdu Shek	Loyar Beniasole, Adra Puruliya	Loadar
28	Suriya Kant Kumar	Balendra Singh	Kishun Pur Madhuban, Muzaffarpur	Loader
29	Niranga Kumar Singh	Nagendra Singh	Kishun Pur Madhuban, Muzaffarpur	Loader
30	Suman Kumar	Ram Kishore Singh	Kishun Pur Madhuban, Muzaffarpur	Loader
31	Bhola Kumar	Surendra Pd. Singh	Kishun Pur Madhuban, Muzaffarpur	Loader
32	Dipak Kumar	Kamaldeo Singh	Kishun Pur Madhuban, Muzaffarpur	Loader
33	Santosh Kumar Singh	Chandeshwar Singh	Kishun Pur Madhuban, Muzaffarpur	Loader
34	Chandra Kishore Singh	Sheo chandra Singh	Kishun Pur Madhuban, Muzaffarpur	Loader
M/S JANPAL TRANSPORT				
1	Pradip Kumar Dan	Kalipada Dan	Meranbapand,	Loader
2	Samir Deogharia	Ashotosh Deoghariya	Bagatbari, Puruliya	Loader
3	Manish Kumar Sinha	Dayanand Prasad	Baruapa, Jamui	Loader
4	Ashok Kumar Mandal	Girish Chand Mandal	Damodarpur, Dhanbad	Loader
5	Jay Ram Sharma	Binay Kumar Sharma	Indpur, Bankura	Loader

6	S.K.Rabiulla	S.K.Rahulla	Kethardanga, Bankura	Loader
7	Ajay Kumar	Sakaldeo Singh	Astpur, Satpura, Vaisali	Loader
8	Rupesh Kumar Singh	Upendar Pd. Singh	Sringarfulkahan, Muzaffarpur	Loader
9	Kartik Shit	Nepal Shit	Sanabandh, Bankura	Loader
10	Binod Kumar	K .D. Singh	Kustore 10.No ., Dhanbad	Loader
11	Naresh Thakur	Jagmohan Thakur	Kendua, Hindi Bhawan, Dhanbad	Loader
12	Ravi Mukherjee	Dhananjay Mukherjee	Chitrama, Puruliya	Loader
13	Randhir Kunar Singh	Kapildeo Singh	Harpur, Kasturi, Vaisali	Loader
14	Pankaj Kumar Singh	Rambalak Singh	Basantpur, Jhitkanhi, Muzaffarpur	Loader
15	HaribanshSingh	Rambrichh Singh	Kishun Pur Madhuban, Muzaffarpur	Loader
16	Chandra Sekhar Singh	RajKumar Singh	Dumaribaji Pur, Madhuban, Muzaffarpur	Loader
17	Shyam Kishore Singh	Dipnarayan Singh	Khirkhanuya, Baishali	Loader
18	Lalbahadur Singh	Dineshwar Singh	Asgaranpur, Vaisali	Loader
19	Rabindra Kumar Singh	Rambalak Singh	Basantpur, Jhitkanhi, Muzaffarpur	Loader
20	Rahul Kumar Ram	Kedar Ram	Liledih, Giridih	Loader
21	Sujit Kumar Ram	Janardhan Pd. Yadav	Hisdihmara, Munger	Loader
22	Sanjay Das	Kamal Das	Hirapur Hari Mandir, Dha.	Loader
23	Indrajit Kumar	Biren Ram	Kishunpur, Hazaribagh	Loader
24	Rajesh Kumar	Tejnarayan Yadav	Gabrikundi, Bagriya	Loader
25	Rajesh Kumar	Prabhu Mandal	Nandlal Pur, Munger	Loader
26	Suresh Yadav	Fagu Yadav	Jangi, Koderma	Loader
27	Bhuneshwar Yadav	Horil Yadav	Chandawara, Koderma	Loder
28	Dharambir Paswan	Bahadur Paswan	Kalasthan, Malahi, Patna	Loader
29	Dinesh Paswan	Bandhu Paswan	Sirti, Damodih, Hazaribagh	Loader
30	Manoj Kumar Singh	Bhuneshwar Singh	Sirmatpur, Chatra	Loader
31	Dilip Kumar Singh	Bhuneshwar Singh	Sirmatpur, Chatra	Loader
32	Raju Rawani	Mantu Rawani	Sirmatpur, Chatra	Loader
33	Raju Paswan	Haro Paswan	Rangamati Giridih	Loader
34	Jitendra Kumar Paswan	Haro Paswan	Rangamati Giridih	Loader
35	Manoj Paswan	Haro Paswan	Rangamati Giridih	Loader
36	Shankar Singh	Yamuna Singh	Kacchi Balihari, Dhanbad	Loader
37	Hafiz Ansari	Iyaqub Ansari	Dabar, Puruliya	Loader
38	Dineshwar Pd. Chaurasia	Brahmdeo Pd. Chourasia	Baligudari Bazaar, Balia	Loader
39	Naresh Yadav	Radho Yadav	Saliyakala, Gaya	Loader
40	Anil Kumar	Radho Yadav	Saliyakala, Gaya	Loader
41	Shambhu Pd. Yadav	Thakuri Pd. Yadav	Sonbigha, Gaya	Loader
42	Bijay Kumar	Gakhul Rawani	Lathatand, Rajgang, Dhanbad	Loader

43	Amarender Kr.Sinha	Kailash Prasad	G.N.Collony, Dhanbad	Loader
44	Arjun Kewat	Kalpu Kewat	Kapur Ram Nagar, Jonpur	Loader
45	Nakul Kewat	Kalpu Kewat	Kapur Ram Nagar, Jonpur	Loader
46	Balmukund Kumar	Lakhan Das	Chhatihara, Sekhpura	Loader
47	Mantu Kanjilal	Saktipada Kanjilal	Saltore, Purulia	Loader
48	Murari Saw	Indu Saw	Alakhdiha, Chatra	Loader
1	Mukhlal Mahato	Gunulal Mahato	Palobera,	Sardar
2	Basudeo Mahato	Tuluram Mahato	Palobera,	Loader
3	Gopal Mahato	Sital Pd. Mahato	Palobera,	Loader
4	Sahadeo Singh	Gurudyal Singh	Koriya	Loader
5	Arjun Mahato	Matru Prasad Mahato	Palobera,	Loader
6	Ganesh Mahato	Dhadu Mahato	Palobera,	Loader
7	Sahadeo Mahato	Matru Mahato	Palobera,	Loader
8	Naresh Chourasia	Siya Ram Chourasia	Akhtiyarpur	Loader
9	Pankaj Thakkar	INdu Thakkar	Matkuria, Dhanbad	Loader
10	Hari Shankar Mahato	Hublal Mahato	Agarda,	Loader
11	Gopal Hansda	Anand Lal Hansda	Hatbara	Loader
12	Santosh Kumar	Bijay Kumar	Kustore 10.No., Dhanbad	Loader
13	Jitendra Kumar Pandey	Basudeo Pandey	Bara Pandeydih, Dhanbad	Loader
14	Sita Ram Pandey	Kesheb Ch. Pandey	Bara Pandeydih, Dhanbad	Loader
15	Subhash Kumar Pandey	Anirudh Pandey	Pandeydih, Giridih	Loader
16	Abir Pandey	Amal Pandey	Harina, Medinipur	Loader
17	Tribeni Pandey	Maharaj Pandey	Harla, Giridih	Loader
18	Aghori Mahato	Shib Dayal Mahato	Palobera	Loader
19	Gopal Krishna Pandey	Rameshwar Pandey	Kishgo, Giridih	Loader
20	Ganga Dhar Pandey	Dwarika Pandey	Markacho, Koderma	Loader
21	Laxmi Debya	Bhuneshwar Pandey	Bara Pandeydih, Dhanbad	Loader
22	Krishna Murari Pandey	Rameshwar Pandey	Bakargang, Giridih	Loader
23	Shambhu Saran Pandey	Rameshwar Pandey	Kishgo, Bakargang, Girdi	Loader
24	Shamant Kr. Pandey	Shankar Pandey	Banaso, Hazaribagh	Loader
25	Palash Kr. Pandey	Ashit Kr. Pandey	Harana, Medenipur	Loader
26	Janardan Pandey	Harihar Pandey	Giridih	Loader
27	Budhu Marandi	Papar Marandi	Koriya	Loader
28	Anil Kumar Pandey	Brij kishore Pandey	Choudharydih, Giridih	Loader
29	Pankaj Pandey	Gangadhar Pandey	Manjihaladih, Giridih	Loader
30	Ranjit Kumar Pandey	Shreekant Pandey	Atka, Giridih	Loader

LAYAKDIH GHAT SRAMIK, M/S :- AGARWAL TRANSPORT MOTI NAGAR, SINDRI, DHANBAD				
1	Sudarshan Kr. Saw	Nandlal Mahato	Nawatand, Govindpur,	Sardar
2	Nandlal Mahato	Bholu Mahato	Nawatand, Govindpur,	Loader
3	Kashi Mahato	Bholu Mahato	Nawatand, Govindpur,	Loader
4	Biju Mahato	Hari Mahato	Nawatand, Govindpur,	Loader
5	Nimai Kumhar	Paltan Kumhar	Nawatand, Govindpur,	Loader
6	Golak Kumhar	Ayodha Kumhar	Nawatand, Govindpur,	Loader
7	Awadh Kishore Kumhar	Anil Kumhar	Nawatand, Govindpur,	Loader
8	Ujjal Pandey	Pankaj Pandey	Nawatand, Govindpur,	Loader
9	Ashok Kumar Pandey	Manjudan Pandey	Pathalchatra, Katrash, Dhanbad	Loader
10	Sudhir Kumhar	Moti Kumhar	Pandua, Pokhariya	Loader
11	Subhas Kumhar	Kasha Kumhar	Pandua, Pokhariya	Loader
12	Mangal Kumhar	Shambhu Kumhar	Pandua, Pokhariya	Loader
13	Baiju Kumhar	Ram Pd. Kumhar	Pandua, Pokhariya	Loader
14	Ashok Kr. Pandey	Madjudum Pandey	Pathalchatra, Katrash, Dhanbad	Loader
15	Dhiraj Pandey	Basant Pandey	Handadih, Giridih	Loader
16	Dharma Pandey	Basant Pandey	Handadih, Giridih	Loader
17	Puran Mahato		Pandua, Bejra	Loader
18	Raghunath Mahato		Pandua, Bejra	Loader
19	Jhari Mahato		Pandua, Bejra	Loader
20	Sahadeo Mahato		Pandua, Bejra	Loader
21	Meghu Mahato		Pandua, Bejra	Loader
22	Durgalal Mahato		Pandua, Bejra	Loader
23	Mejaram Mahato		Pandua, Bejra	Loader
24	Rampada Mahato		Pandua, Bejra	Loader
25	Bijay Mahato		Pandua, Bejra	Loader
26	Mansaram Mahato		Pandua, Bejra	Loader
27	Mahadeo Mahato		Pandua, Bejra	Loader
28	Jawaharlal Mahato		Pandua, Bejra	Loader
29	Prahallad Mahato		Pandua, Bejra	Loader
30	Goram Mahato		Pandua, Bejra	Loader
31	Pran Mahato		Pandua, Bejra	Loader
32	Rajib Kr. Pandey	Krishna Pandey	Barakar, Burdwan	Loader
LAYAKDIH GHATH SRAMIK M/S :- BAJRANG TRANSPORT, RANIBAZAR, KATRASH, DHANBAD				
1	Gaya Suddin Ansari	Yaqub Ansari	Badludih,	Sardar
2	Ajay Kr. Pandey	Kishun. Pandey	Bakashpura, Dhanbad	Loader
3	Subodh Kr.. Pandey	Mangal Lal Pandey	Bakashpura, Dhanbad	Loader
4	Rajendra Kr.	Anirudh. Pandey	Kishgo, Pandeydih, Giridih	Loader

	Pandey			
5	Sanjay Pandey	Sadhu Sharan Pndey	Arkhang, Giridih	Loader
6	Rajiv Ranjan	Babulal Singh	Tilangra, Chatra	Loader
7	Ranjit Kumar	Om Prakash. Pandey	Nawadih, Koderma	Loader
8	Abdul Hamid	S .K. Rahman Ali	Manic Para, Medinapur	Loader
9	Harendra Singh	Surendra Singh	Dugdha, Bokaro	Loader
10	Shambhu Saran Pandey	Rameshwar . Pandey	Tilokari, Koderma	Loader
11	Manranjan . Pandey	Pawan Pandey	Bagatpura, Dhanbad	Loader
12	Basant Kr. Pandey	Rajendra Pandey	Hirapur, Singh daha, Dhanbad	Loader
13	Birendar Pandey	Bhairab . Pandey	Tilaiya, Dhanbad	Loader
14	Binod Kr. Pandey	Harihar . Pandey	Lataki Jamuna, Giridih	Loader
15	Amarjit Kr. Singh	Jageshwar Singh	Jariyabadi, Giridih	Loader
16	Uday Shankar . Pandey	Chandan . Pandey	Khamudih, Dhanbad	Loader
17	Nageshwar Pandit	Parmeshwar Pandit	Lataki Jamuna, Giridih	Loader
18	Manohar Pandey	Satyanarayan Pandey	Somchanch, Koderma	Loader
19	Tarun Pandey	Samir Pandey	Harana, Dharampur, Midenipur	Loader
20	Goutam Kr. Pandey	Amal Pandey	Harana, Dharampur, Midenipur	Loader
21	Ashit Mahato	Meghar Mahato	Uttar Gahami, Midenipur	Loader
22	Santosh Kumar Lala	Shashi Bhushan Lala	Nawagarh, Dhanbad	Loader
23	Jagnu Mahato	Khirodhar Mahato	Molidih, Golagi	Loader
24	Karu Singh	Dillu Singh	Kalhabar, Giridih	Loader
25	Raju Rai	Laxman Rai	Chaita, Gomoh	Loader
26	Sukhdeo Manjhi	Dinu Manjhi	Chaita, Gomoh	Loader
27	Santosh Ray	Ramchandar Ray	Chandkukupi, Palmo, Giridih	Loader
28	Mohan Hansda	Babulal Manjhi	Rangamati, Chandrapura, Bokaro	Loader
29	Bijay Ray	Laxman Ray	Chaita, Gomoh	Loader
30	Rajesh Kr. Kishku	Dinu Manjhi	Chaita, Gomoh	Loader
31	Laxman Paramanik	Kuleshwar Paramanik	Santhaldih, Dhanbad	Loader
32	Dipak Singh	Sarjoo Singh	Rithudih, Bokaro	Loader
33	Pradip Kr. Manjhi	Babulal Manjhi	Rangamati, Bokaro	Loader
34	Manoj Soren	Bhagat Manjhi	Kangatta, Bokaro	Loader
BARMO ASHOK TRANSPORT, KATRASH ROAD, DHANBAD				
1	Hemlal Hembram	Kandan Hembram	Khakhara, Dumka	Sardar
2	Arun Soren	Sen Kumar Manjhi	Keshalpur, Dhanbad	Loader
3	Chandra Sekhar Hembram	Debilal Manjhi	Jhiklopa, Bokaro	Loader
4	Punit Soren	Sen Kumar Manjhi	Keshalpur, Dhanbad	Loader
5	Raj Kumar Hembram	Khelaram Hembram	Lathatand, Bokaro	Loader
6	Manku Singh	Nemchand Singh	Tuktuka, Giridih	Loader
7	Naresh Singh		Tuktuka, Giridih	Loader

8	Ramdeo Singh	Shyamlal Singh	Tuktuka, Giridih	Loader
9	Manoj Singh	Hublal Singh	Turio, Bokaro	Loader
10	Bishwanath Mahato	Kesho Ram Mahato	Chaita, Dhanbad	Loader
11	Chandra Sekhar Hembram	Debilal Manjhi	Kanaritola, Bokaro	Loader
12	Arun Soren	Sen Kumar Manjhi	Keshalpur, Dhanbad	Loader
13	Punit Soren	Sen Kumar Manjhi	Keshalpur, Dhanbad	Loader
14	Om Prakash Singh	Tulshi Singh	Banko, Giridih	Loader
15	Shib Chand Mandal	Gobardhan Mandal	Kheshmi, Dhanbad	Loader
16	Pradip Kumar Mandal	Gobardhan Mandal	Kheshmi, Dhanbad	Loader
17	Magoram Mandal	Dhanuram Mandal	Kendedih, Dhanbad	Loader
18	Subash Ch. Mandal	Khagendra Nath Mandal	Tundi, Hirapur, Dhanbad	Loader
19	Vivekananda Mandal	Gobardhan Mandal	Kheshmi, Dhanbad	Loader
20	Om Prakash Mandal	Gobardhan Mandal	Kheshmi, Dhanbad	Loader
21	Prakash Mandal	Iswar Mandal	Maharukhan, Giridih	Loader
22	Poresh Mandal	Mohan Mandal	Khario, Hariharpur, Dhanbad	Loader
23	Rana Mandal	Barun Mandal	Kajora, Burdwan	Loader
24	Ratnesh Lal Karn	Rajendra Prasad	Bishanpur, Gomoh, Dhanbad	Loader
25	Mahesh Pd. Saw	Mahadeo Mahato	Chainpur, Dhanbad	Loader
26	Ashok Mahato	Mangru Mahato	Kanchanpur, Dhariom Bubni, Dhanbad	Loader
27	Ghanashyam Mahato	Raju Mahato	Chhatatand, Dhanbad	Loader
28	Khedu Mahato	Shyam Sundar Mahato	Muraidih, Pochari Dhanbad	Loader
29	Prakash Mahato	Binu Mahato	Gorabali, Bokaro	Loader
30	Hublal Saw	Pachu Mahato	Kalyanpur, Dhanbad	Loader
LAYAKDIH GHATH SRAMIK M/S :- ASHOK TRANSPORT KATRASH ROAD				
1	Shankar Hembram		Jarmudih	Sardar
2	Lekhak Kr. Saw	Dinu Mahato	Kalyanpur	Loader
3	Umesh Kr. Saw	Atwari Mahato	Balutenda Kenduadih, Giridih	Loader
4	Raju Das	Fulu Das	Lodhoyadih, Topchachi, Dhanbad	Loader
5	Surendra Mandal	Bhagirathrath Mandal	Chaita, Gomoh, Dhanbad	Loader
6	Mahendra Mandal	Bhagirath Mandal	Chaita, Gomoh, Dhanbad	Loader
7	Rajesh Mandal	Tuplal Mandal	Kako, Dhanbad	Loader
8	Jiwan Tudu	Rati Manjhi	Chaita, Gomoh, Dhanbad	Loader
9	Sukhdeo Tudu	Rati Manjhi	Chaita, Gomoh, Dhanbad	Loader
10	Raju Ray	Laxman Ray	Chaita, Gomoh, Dhanbad	Loader
11	Sukhdeo Manjhi	Dinu Manjhi	Chaita, Gomoh, Dhanbad	Loader
12	Santosh Ray	Ram Chandar Ray	Bandarkupi	Loader
13	Bijay Ray	Laxman Ray	Chaita, Gomoh, Dhanbad	Loader
14	Laxman Paramanik	Kaleshwar Paramanik	Santhaldih, Hariharpur, Dhanbad	Loader
15	Nareh Singh	Nemchand Singh	Tuktuki	Loader

16	Karu Singh	Dillu Singh	Kalhabar, Giridih	Loader
17	Kishore Ray	Ram Chandar Ray	Bandar Kupi	Loader
18	Mohan Hansda	Babulal Manjhi	Rangamati, Bokaro	Loader
19	Manku Singh	Nem Chand Singh	Tuktuki	Loader
20	Manoj Ray	Hublal Ray	Turiya, Dhanbad	Loader
21	Khemlal Rabidas	Karu Ravidas	Chaita, Gomoh, Dhanbad	Loader
22	Rajesh Kr. Kishku	Dinu Manjhahi	Chaita, Gomoh, Dhanbad	Loader
<p style="text-align: center;">SIJUA GHAT SRAMIK KI SUCHI Dr. AMBEDKAR SAHAYOG SAMATI LIMITED, HARI LAL GUPTA, BILLING JHARIA</p>				
1	Bajlu Mia	Maniruddin Ansari	Sijua, Benagaria, Dhanbad	Sardar
2	Juman Ansari	Panku Ansari	Sijua, Benagaria, Dhanbad	Loader
3	Bishwajeet Sarkhel	Durga Sarkhel	Agarda, Bankura	Loader
4	Uttam Kumar Modi	Diwakar Modi	Brindabanpur, Purulia	Loader
5	Binoy Kumar	Bacchu Yadav	Jangi[Ur, Sekhpura	Loader
6	Arbind Kumar	Jagdish Thakur	Ajhi, Sekhpura	Loader
7	Bharat Ram	Gaya Ram	Ajhi, Sekhpura	Loader
8	Binoy Kr. Rajak	Mushahari Rajak	Kendua, Kathgola, Dhanbad	Loader
9	Indradeo Yadav	Raju Yadav	Mirjagang, Jamui	Loader
10	Adarsh Kr. Pathak	Shaktinath Pathak	Kenduadih Rajputbasti Dhanbad	Loader
11	Sailendra Thakur	Karu Thakur	Assthama, Sekhpura	Loader
12	Arun Kr. Rajak	Mushari Rajak	Kendua, Kathgola, Dhanbad	Loader
13	Jitendra Kumar	Arjun Prasad	Rahui, Nalanda	Loader
14	Kuleshwar Singh	Shivnandan Singh	Birnama, Nalanda	Loader
15	Iswar Marandi		Sogadih, Benagaria	Sardar
16	Kumar Ajoy Diwakar	Radhe Prasad	Mehadibigha, Nalandad	Loader
17	Mahendra Ray	Munshi Ray	E .B.Sec Kewra, Dhanbad	Loader
18	Ajay Kumar	Bacchu Yadav	Jangipur, Sekhpura	Loader
19	Dharmendra Kumar	Gopal Yadav	Mehar, Gaya	Loader
20	Dilip Rajak	Bhagwan Rajak	Renguni Phatak, Bhuli, Dhan.	Loader
21	Ravindra Kumar	Shidheshwar Ram	Kuthot, Sekhpura	Loader
22	Ravindar Ram	Ramchandra Ram	Pyor Shitalpur, Burdwan	Loader
23	Mangal Rajak	Babula Rajak	Phulwaribagh, Dhanbad	Loader
24	Mukesh Kr. Mittal	Sajan Kumar Mittal	Kendua Bazar, Dhanbad	Loader
25	Amit Kr. Mittal	Sajan Kumar Mittal	Kendua Bazar, Dhanbad	Loader
26	Krishna kant Kumar	Prasadi Yadav	Chainpur, Gaya	Loader
27	Tezam Ansari	Ramjan Ansari	Sijua, Dhanbad	Sardar
28	Sanjit Kumar	Prasadi Yadav	Chainpur, Gaya	Loader
29	Pratima Devi	Pradip Thakur	Bamuntore, Bankura	Loader
30	Kalawati Devi	Shyam Ch. Chouhan	Shibri, Garwa	Loader
31	Munna Chouhan	Suryadeo Chouhan	Shibri, Garwa	Loader
32	Dulali Devi	Sudhir Das	Sakhoya, Bokaro	Loader
33	Jhumka Devi	Jitu Bhuia	Ranipur, Kulti, Burdwan	Loader

34	Manoj Kr. Chourasia	Ram Kripal Chourasia	Udaypur, Samastipur	Loader
35	Binod Chourasia	Ram Kripal Chourasia	Udaypur, Samastipur	Loader
SIJUA GHAT SRAMIK KI SUCHI SHAKATI MOTOR PARIBAHAN SHAYOG SAMATI LTD, TATA SIJUA, BHELATAND, DHANBAD				
1	Aaub Mia	Apsali Mia	Sijua, Benagaria	Sardar
2	Sailesh Kumar	Krishna Singh	New Bishunpur, Dhanbad	Loader
3	Rajib Mandal	Mathur Mandal	Hemchabad, Bankura	Loader
4	Binod Rawani	Bhikhu Rawani	Manaitand, Dhanbad	Loader
5	Ranjit Prasad	Ganesh Prasad	Baro, Giridih	Loader
6	Naresh Kr. Paswan	Baleshwar Paswan	Pathra, Gaya	Loader
7	Shankarlal Nisad	Amrit Nisat	Laxami Coloney, Dhanbad	Loader
8	Somitra Banerjee	Dayamoy Banerjee	Ratibati Chapui, Burdwan	Loader
9	Pradip Thakur	Fatik Thakur	Bamuntor, Bankura	Loader
10	Ramapati Chatterjee	Sanat Kr. Chatterjee	Kubernagar, Nadiya	Loader
11	Hulsah Saw	Nanhu Saw	Suratpur Pipra, Chatra	Loader
12	Durga Prasad Singh	Rameshwar Singh	Deokali, Azamgarah	Loader
13	Ajay Kumar Paswan	Jitendra Paswan	Pachmi, Gaya	Loader
14	Shitlal Mahato	Ramkishan Mahato	Chanaro, Hazaribagh	Loader
15	Saiyad Md. Keshwar	Saiyad Md. Yaima	Charhi, Hazaribagh	Loader
M/S RAGHUNATH, MOTOR PARIBAHAN SAHAYOG SAMATI LTD. RAGHUNATH PUR, DHAN				
1	Bahadur Mia	Karamat Mia	Sijua, Benagaria	Loader
2	Munarf Ansari	Punul Ansari	Sijua, Benagaria	Loader
3	Ranjit Kr. Sinha	Kedar Nath Sahay	Asdhirlukum, Hazaribagh	Loader
4	Ajit Kr. Sinha	Kedar Nath Sahay	Asdhirlukum, Hazaribagh	Loader
5	Sumit Kr. Amast	Ramanant Prasad	Charhi, , Hazaribagh	Loader
6	Rohit Kr. Sinha	Ramanant Prasad	Charhi, , Hazaribagh	Loader
7	Sanjoy Sinha	Harish Ch. Prasad	NaginaSingh Road, Giridih	Loader
8	Dilip Kr, Sinha	Suresh Prasad	Uttari Shiv	Loader
9	Rakesh Kr. Sirvastav	Tribeni Pd. Singh	Pakriya, Bhagalpur	Loader
10	Shyamlal Kishore	Bijay Prasad	Kurman, Godda	Loader
11	Anju Prasad	Chakradhar Prasad	Kurman, Godda	Loader
12	Md. Sahazad	Md. Sahadat	Charhi, Hazaribagh	Loader
13	Ankesh Kumar	Ajay Prasad	Kurman, Godda	Loader
14	Om Kumar Sinha	Ramanand Prasad	Charhi, Hazaribagh	Loader
15	Binod Karmali	Bhatu Karmali	Kedla, Ramgarh	Loader
16	Manjeet Singh	Srabhan Singh	Prem Nagar, Hazaribagh	Loader
17	Purnendu Narayan Mahato	Thanu Mahato	Majhiladih	Loader
18	Jhari Mahato	Jiwan Mahato	Majhiladih	Loader
19	Lalu Mahato		Majhiladih	Loader

20	Narendra Mahato	Chandra Mohan Mahato	Madhugora	Loader
21	Mansur Allam	Anul Ansari	Indra, Hazaribagh	Loader
22	Ram Pravesh Yadav	Radharaman Yadav	Amarjori, Deoghar	Loader
M/S NAWAJAGRAN SAHAYOG SAMITI LIMITED, WASEPUR, DHANBAD				
1	Chhatu Mia	Jamal Mia	Sijua	Sardar
2	Sanjib Kr. Sinha	Manoranjan Prasad	South Balihari, Dhanbad	Loader
3	Ramashankar Singh	Ram Kumar Singh	Rudranagar, Bhojpur	Loader
4	Uday Shankar Singh	Bishwanath Singh	Rudranagar, Bhojpur	Loader
5	Ramesh Prasad	Sago Prasad	Susnilewa, Dhanbad	Loader
6	Kishore Ram	Kharakdhari Ram	Bararee Coke Plant, Dhanbad	Loader
7	Bablu Kr. Ravidas	Sango Ravidas	Bani Yahir, Dhanbad	Loader
8	Manoj Kr. Mishra	Ram Hosila Mishra	Barkagaun, Baksar	Loader
9	Zamir Allam	Jahanggir Allam	Ajad Nagar, Bhuli, Dhanbad	Loader
10	Bikash Ch. Dayal	Bhagwan Prasad	Ramsagar Talao, Gaya	Loader
11	Ashok Varma	Anant Lal Varma	Kenduadih, Dhanbad	Loader
12	Arbind Prasad	Ramsewak Prasad	Uchouli, Aurangabad	Loader
13	Hiro Mahato	Paltu Mahato	Chabaro Parbad, Charni, Hazaribagh	Loader
M/S:- SRAMIK MOTOR PARIBAHAN SAHAYOG SAMITI LIMITED, BALIHARI COLLIERY				
1	Indramohan Bouri	Fuchiram Bouri	Sijua, Benageriya	Sardar
2	Meghlal Mahato	Nirmal Mahato	Charhi, Hazaribagh	Loader
3	Chhotan Mahato	Pacchu Mahato	Bansdih, Ramgarh	Loader
4	Anand Thakur	Bhuneshwar Thakur	Charhi, Hazaribagh	Loader
5	Dilip Paswan	Jawahar Paswan	Kudra, Patna	Loader
6	Binod Kumar	Yadu Paswan	Palatapura, Nalanda	Loader
7	Raj Kumar Pswan	Mouji Paswan	Kathwara, Jamui	Loader
8	Ravindar Paswan	Mouji Paswan	Kathwara, Jamui	Loader
9	Rajesh Saw	Naresh Pd. Saw	Papro, Hazaribagh	Loader
10	Sandip Thakur	Bhuneshwar Thakur	Charhi, Hazaribagh	Loader
11	Shambhu Pd. Singh	Basudeo Singh	Chanaro Parbadh, Hazaribagh	Loader
12	Pramod Saw	Naresh Pd. Saw	Papro, Hazaribagh	Loader
13	Kanhaiya Kr. Paswan	Nunulal Paswan	Naya Dhoura Kustore, Dhanbad	Loader
14	Kartik Rajvar	Mahadeo Rajvar	South Balihari Basti, Dhanbad	Loader
15	Jagatlal Patel	Ramraj Patel	Darogapur, Ilahabad	Loader
16	Raj Kumar Yadav	Narayan Yadav	Mahabigha, Gaya	Loader
17	Upendar Kr. Yadav	Ramprasad Yadav	Mahabigha, Gaya	Loader
18	Umesh Prasad Yadav	Ramchandar Yadav	Nagbar, Gaya	Loader
19	Nitesh Kumar	Raj Kr. Paswan	Pachar, Orangabad	Loader
20	Sarjoo Yadav	Janki Yadav	Maharambigha, Gaya	Loader
21	Prakash Kumar	Kashinath Singh	Badanpyr, Baishali	Loader
22	Gopal Kumar	Kashinath Singh	Badanpyr, Baishali	Loader

23	Dhiraj Kumar	Bhagwat Prasad	Chitragupta Patra, Patna	Loader
24	Sudhir Kumar	Dwarika Prasad	Bazaar Patti Tola, Muzaffarpur	Loader
25	Lalita Devi	Rampukar Prasad	Darokhap, Hazaribag	Loader
26	Kunal Kumar Saw	Jogendar Prasad	Sonda Basti, Ramgarh	Loader
27	Karan Kumar Sahu	Jogendar Prasad	Sonda Basti, Ramgarh	Loader
28	Satendra Kumar	Kolashwar Sahu	Marar, Ramgarh	Loader
29	Arth Patin Choudhury	Kanhailal Choudhury	Badra, Bankura	Loader
30	Shaktipada Das	Arjun Das	Rangamati, Purulia	Loader
31	Rupesh Sharma	Mandal Sharma	Kendawa Bazaar	Loader
32	Jitendra Kumar Ram	Ram Dadan Ram	Sultan Pur, Baliya	Loader
33	Munna Babu Patel	Ram Raj Patel	Darogapur, Ilahabad	Loader
34	Firoz Khan	Rahamat Tulla Khan	Kutumba, Kazi Mohalla, Orangabad	Loader
35	Yogesh Kr. Yadav	Raju Yadav	Mirjajung, Jamui	Loader
36	Dharminder Yadav	Mahesh Yadav	Aksari Bigha, Sekhpura	Loader
37	Bijay Rawani	Gokhol Rawani	Lathatand, Rajgung, Dhanbad	Loader
38	Umesh Prasad	Mahendra Prasad	Alkusha, Kustore, Dhanbad	Loader
39	Birendra Yadav	Srikant Yadav	Gehuri, Gajipur	Loader
40	Sakinder Yadav	Ramratan Yadav	Gehuri, Gajipur	Loader
41	Ram Prabesh Yadav	Jagdish Yadav	Tetriya, Gaya	Loader
42	Ranjeet Rajbhar	Sufer Rajvar	Karmullapur, Gajipur	Loader
43	Dharmendra Paswan	Yadu Paswan	Palatapura, Nalanda	Loader
44	Niranjan Paswan	Yadu Paswan	Palatapura, Nalanda	Loader
45	Nabin Kr. Ram	Kailash Ram	Banachack, Chatra	Loader
46	Jitendra Mallah	Mathura Mallah	Golakdih, Dhanbad	Loader
47	JitendraKumar Mallah	Rameshwar Mallah	M.O.C.P.Collony, Dhanbad	Loader
48	Ravindar Kr. Choudhary	Anjani Kr. Choudhary	R.K. Puram Road 3, Muzaffarpur	Loader
49	Yetendra Kr. Choudhary	Anjani Kr. Choudhary	R.K. Puram Road 3, Muzaffarpur	Loader
50	Mahesh Prasad	Ram Sahay Mahato	Kunjila, Nawada	Loader
51	Anup Kumar	Mahendra Prasad	Kunjila, Nawada	Loader
52	Bishundeo Yadav	Prasadi Yadav	Choudiha, Jamui	Loader
53	Abdhesh Kr. Patel	Ramraj Patel	Darogapur, Ilahabad	Loader
54	Raj Kr. Yadav	Mouji Yadav	Thammahan, Jamui	Loader
55	Imam Khan	Nazamuddin Khan	Baradih, Rohatash	Loader
56	Saggir Allam	M D. Idrish Ansari	Shimlabahal Basti, Dhanbad	Loader
SHAHID MOTOR PARIBAHAN SAHAYOG SAMATI LIMITED, BALIHARI COLLIERY				
1	Nandlal Mahato	Yalu Mahato	Pandua, Bejra	Sardar
2	Asho Mahato	Hariram Mahato	Pokhoriya	Loader
3	Anand Mahato	Manic Mahato	Pokhoriya	Loader
4	Madhu Mahato	Patal ` Mahato	Pokhoriya	Loader

5	Karma Mahato	Kundan Mahato	Pokhoriya	Loader
6	Pran Mahato	Anando Mahato	Pokhoriya	Loader
7	Bijoy Mahato	Hari Mahato	Pokhoriya	Loader
8	Jawaharlal Mahato	Nandlal Mahato	Pokhoriya	Loader
9	Rampodo Mahato	Govind Mahato	Pokhoriya	Loader
10	Sahadeo Mahato	Kali Mahato	Pokhoriya	Loader
11	Ayodha Mahato	Kashi Mahato	Pokhoriya	Loader
12	Prahallad Mahato	Kasha Mahato	Pokhoriya	Loader
13	Jagan Tudu	Samra Tudu	Pokhoriya	Sardar
14	Raja Allam	Sahajjad Allam	Sijua Bazaar, Banka	Loader
15	Joy Prakash Madeshiya	Dasarath Saw	Kenduapul, Dhanbad	Loader
16	Anand Bouri	Rakhal Bouri	Tiltoriya, Dhanbad	Loader
17	Anil Sahu	Radhika Sahu	Bagmundi, Chatra	Loader
18	Baleshwar Yadav	Nanhu Yadav	Kherum, Koderma	Loader
19	Rameshwar Yadav	Budhan Mahato	Jamu, Bokaro	Loader
20	Upendra Yadav	Dukhan Yadav	Mansadih, Giridih	Loader
21	Sikendra Yadav	Bishwanath Yadav	Mansadih, Giridih	Loader
BARAKAR NADI KE SIJUA GHAT SRAMIK KI SUCHI THIKADAR M/S SHIVAM TRANSPORT, KATRASH ROAD, DHANBAD				
1	Lokashan Hembram	Ravidas Hembram	Jurgudih	Sardar
2	Uday Kr. Paswan	Parsadi Paswan	Bastakola, Dhanbad	Loader
3	Suresh Prasad	Sagar Das	Bhuli Nagar, Dhanbad	Loader
4	Birendar Paswan	Sagar Das	Bhuli Nagar, Dhanbad	Loader
5	Sajay Raj Roy	Amar Chandra	Hirapur, Ajanta Para, Dhanbad	Loader
6	Suresh Paswan	Nako Paswan	Gartola, Lakahisara	Loader
7	Nawin Kr. Ravidas	Khirodhar Rabidas	Silly, Ranchi	Loader
8	Bipin Ch. Jha	Kailash Ch. Jha	Ghanuadih, Dhanbad	Loader
9	Ved Narayan Singh	Uday Narayan Singh	Sihimlabaharcolliery, Dhanbad	Loader
10	Aashit Kumar Chandra	Khudi Ram Chandra	Kariya, Bokaro	Loader
BHARAT COKING COAL LIMITED BARAKAR NADI BEJRA GHAT BALI SHARAMIK KI SUCHI, THIKADAR M/S BAJRANJ TRANSPORT, RANI BAZAR, KATRASH				
1	Sudhir Mahato	Guddu Mahato	Pandua, Bejra	Sardar
2	Jata Mahato	Guddu Mahato	Pandua, Bejra	Loader
3	Madan Mahato	Nando Mahato	Pandua, Bejra	Loader
4	Vijay Kr. Chandra	Khudi Ram Chandra	Kariya, Bokaro	Loader
5	Raj Kishore Barma	Om Prakash Varma	Baramasia, Dhansar, Dhanbad	Loader
6	Manoj Kumar	Ram Pd. Yadav	Dhaiya, Dhanbad	Loader
7	Nageswar Yadav	Madan Gope	Ganshadih, Dhanbad	Loader
8	Dasrath Yadav	Chhotelal Yadav	Baddhiha, Koderma	Loader
9	Sudhir Kr. Yadav	Madan Gope	Ganshadih, Dhanbad	Loader
10	Ashwani Kumar	Bisheswar Nararyan	Kerkend Dhanbad	Loader

		Singh		
11	Tulshi Yadav	Paro Yadav	Nawada Basti, Koderma	Loader
12	Latho Yadav	Mangar Yadav	Pandey Tola, Koderma	Loader
13	Basudeo Yadav	Boudhi Yadav	Nawada Basti, Koderma	Loader
14	Raju Kr. Varma	Om Prakash Barma	Baramasia, Dhansar, Dhanbad	Loader
15	Ashok Kr. Mishra	Tarani Pd. Mishra	Thakur Kuli, Dhaiya Dhanbad	Loader
16	Pentar Hembram	Hemant Hembram	Bhutgaria, Dhanbad	Loader
17	Ghanshyam Yadav	Panchu Yadav	Bhagabandh, Dhanbad	Loader
18	Suman Kumar	Arjun Prasad	Chitragupt Nagar, Koderma	Loader
19	Shiv Nath Kumar	Bishambhar Yadav	Khoraahar, Hazaribagh	Loader
M/S:- SHARMA TRANSPORT KATRASH ROAD, DHANBAD				
1	Kalimuiddin Ansari	Mantu Ansari	Pandua Bejra	Sardar
2	Ando Mahato	Bhim Mahato	Pandua Bejra	Loader
3	Nepal Ram	Mahabir Ram	Pandua Bejra	Loader
4	Rajendra Yadav	Banshi Yadav	Harino, Koderma	Loader
5	Laxman Yadav	Banshi Yadav	Harino, Koderma	Loader
6	Manoj Yadav	Nirmal Yadav	Khoraahar, Hazaribagh	Loader
7	Anand Yadav	Doman Yadav	Kalipahari, Jamtara	Loader
8	Mitan Yadav	Lakhan Yadaav	Babudih, Jamtara	Loader
9	Md. Meraj	Abdul Sattar	Chhatabad, Dhanbad	Loader
10	Mithun Yadav	Panchu Yadav	Bhagabandh, Dhanbad	Loader
M/S: ASHOK TRANSPORT COMPANY				
1	Paresh Mahato		Bejra, Pokhoriya	Sardar
2	Surendra Yadav	Baleshwar Yadav	Nawada Basti, Koderma	Loader
3	Sanjoy Yadav	Harilal Yadav	Karakhunda, Koderma	Loader
4	Shankar Ram	Chamru Ram	Sindhiya Galli, Giridih	Loader
5	Sunil Kr. Das	Bhagwan Das	Bouragarh, Dhanbad	Sardar
6	Manju Kumara	Babulal Rajwar	Ashubandh Tada, Purulia	Loader
7	Shankar Ram	Babulal Ram	Dhand, Jammui	Loader
8	Md. Kalam	Ishaq Ansari	Bela, Jahanabad	Loader
9	Serajul Haq Kureshi	Anul Haq Kureshi	Shimlabahal Basti, Dhanbad	Loader
10	Sanjay Kumar Ram	Kharakdhari Ram	Bararee Coke, Plant, Dhanbad	Loader
11	Chandrabhushan	Ramjanam Singh	Ganiyari, Muzaffarpur	Loader
12	Hiralal Chourasia	NarSingh Pd. Chourasia	Bareb, Gaya	Loader
13	Hari Rajbhar	Sufer Rajbhar	Karimullahapur, Gajipur	Loader
14	Pawan Kumar Yadav	Baleshwar Singh Yadav	Shermath, Gajipur	Loader
15	Pramod Kumar Yadav	Rajpati Yadav	Deoli, Kashimabad	Loader
16	Dharmendra Paswan	Shibalak Paswan	NarSingh Pur, Sekhpura	Loader

17	Bijay Kumar	Shibalak Paswan	NarSingh Pur, Sekhpura	Loader
18	Sajan Paswan	Indradeo Paswan	More, Patna	Sardar
19	Dinanath Paswan	Alakhdeo Pd. Nirala	Belthan, Patna	Loader
20	Nande Paswan	Alakhdeo Pd. Nirala	Belthan, Patna	Loader
21	Binod Kr. Yadav	Ram Rup Yadav	Kendua Bazaar, Dhanbad	Loader
22	Manoj Kr. Ram	Garib Ram	B.N.R. Putkee, Dhanbad	Loader
23	Birendar Yadav	Bhagwati L Yadav	Bankmore, Dhanbad	Loader
24	Chandra Kant Ray	Yamuna Ray	Yamuna	Loader
25	Munna Yadav	Baleshwar Yadav	Nawada Basti, Koderma	Loader
26	Anil Yadav	Baleshwar Yadav	Nawada Basti, Koderma	Loader
BARAKAR NADI DUMA GHAT BALU SHARAMIK KI SUCHI, M/S SHARMA TRANSPORT				
1	Bholanath Modak	Kamlakol Modak	Ukma, Dhanbad	Sardar
2	Janeshwar Murmur	Nandeo Murmu	Ukma, Dhanbad	Loader
3	Rinku Kr. Yadav	Kedar Yadav	Doranda, Giridih	Loader
4	Dharmbir Yadav	Sitaram Yadav	Bhuli, Dhanbad	Loader
5	Bittu Ray	Subhas Ray	Bhuli, Dhanbad	Loader
6	Sanjay Gope	Cholo Gope	Barihadih, Hazaribagh	Loader
7	Md. Imran Ansari	Md. Hussian	Shimlabahal I, Dhanbad	Loader
8	Tapan Deogharia	Gobardhan Deogharia	Chhatna, Bankura	Loader
9	Brahmdeo Keshari	Meghlal Mahato	Charhi, Hazaribagh	Loader
10	Anil Kumar Sonkar	Kashinath Sonkar	Manaitand, Dhanbad	Loader
11	Ramdeo Mahato	Meghlal Mahato	Charhi, Hazaribagh	Loader
12	Bijoy Kumar Maji	Lakhan Maji	Rashra, Purulia	Loader
13	Sakaldeo Sharma	Kameshwar Sharma	Chhatihar, Hirsuja	Loader
14	Bharat Kumar Singh	Dasrath Singh	New H.N.Colloney, Dhanbad	Loader
15	Jay Kishore Singh	Manoj Kumar Singh	Durja Mandap Road, Baramesia, Dhan.	Loader
16	Dilip Kumar	Bishwanath Singh	H.E.School.Road, Vistipara Dhanbad	Loader
17	Ramji Singh	Dasarath Singh	New H.N.Colloney, Dhanbad	Loader
18	Sunil Kumar	Satyadeo Prasad	Kabristhan Road, Joraphokar	Loader
19	Rakesh Kr. Singh	Brinda Singh	Harinarayan NagarDhanbad	Loader
20	Bhubneshwar Mandal	Kujar Mandal	Mohanpur, Jamtara	Loader
21	Sudhir Mandal	Sitaram Mandal	Muchiraydih, Jamtara	Loader
22	Thami Yadav	Hiraman Mahato	Mangrodih, Giridih	Loader
M/S:- BHARAT COKING COAL LIMITED				
1	Rakesh Kumar	Arjun Pd. Saw	Udaypur, Barawadda, Dhanbad	Loader
2	Dhananjay Chourasia	Ram Ch. Chourasia	HarSingh ra, Gaya	Loader
3	Binita Devi	Kishore Kumar	HarSingh ra, Gaya	Loader
4	Pradeep Kr. Mahato	Nandlal Mahato	Nawatand, Govindpur	Loader
5	Himgiri Saw	Rashbihari Saw	Khamarbad, Harladih, Giridih	Loader

6	Hiralal Gorai	Jiwanlal Gorai	Patharkata, Chandankiyari	Loader
7	Naresh Kr. Saw	Laxman Saw	Khamarbad, Giridih	Loader
8	Sanjib Kumar	Rashbihari Saw	Khamarbad, , Giridih	Loader
9	Wakil Kr. Singh	Damodar Singh	Pokharna, Harladih, Giridih	Loader
10	Sabitri Devi	Arjun Pd. Saw	Khamarbad, , Giridih	Loader
11	Dhirendranath Saw	Sukhdeo Mahato	Damumura, Barawadda, Dhanbad	Loader
12	Usman Ansari	Mahabub	Karmagora, BarawaddaDhanbad	Loader
13	Bishnu Singh	Khiru Singh	Bandhkharo, Giridih	Loader
14	Dipak Singh	Sarjoo Singh	Rithudih, Bokaro	Loader
15	Kumar Amit	Kumar Arjun Singh		Loader
16	Nawin Kumar	Janardan Pd. Singh		Loader
17	Amit Kumar			Loader
18	Gyan Prakesh	Sanjib Singh		Loader
19	Sheo Kr. Barma	Bishun Barma		Loader
20	Prabin Kumar			Loader
21	Bhushan Singh			Loader
22	Ritvik Anand	Manoj Kr. Dubey		Loader
23	Ashok Kumar			Loader
24	Papu Kumar	Bishundeo Paswan		Loader
25	Rabindar Kr. Mishra	Shankar Pd. Mishra	Panchrukhi, Rajganj, Dhanbad	Loader
26	Ranjan Kr. Singh	Rajendra Pd. Singh	Dhanbad	Loader
27	Rajesh Kr. Mishra	R .L. Mishra	Dhanbad	Loader
BHARAT COKING COAL LIMITED BARAKAR NADI PALOBERA GHAT, BALU SHARIMAK KI SUCHI M/S:- SHARMA TRANSPORT COMPNY, KATRAS ROAD, DHANBAD				
1	Babulal Mandal	Kartik Mandal	Ghosaldih	Sardar
2	Durjan Mahato	Moti Mahato	Ghosaldih	Loader
3	Mantu Kumar Nayak	Basudeo Nayak	Bhendra, Bokaro	Loader
4	Laxman Ray	Jangu Ray	Chaita, Gomoh, Dhanbad	Loader
5	Sudhir Pd. Barma	Mohan Pd. Barma	Baramesiya, Doeghar	Loader
6	Baneshwar Mandal	Bhado Mandal	Chitra, Sarath	Loader
7	Bisheshwar Mandal	Lakhi Mandal	Dudhichuya, Deoghar	Loader
8	Ganesh Mandal	Janki Mandal	Didhakoli	Loader
9	Santosh Kr. Yadav	Hari Pd. Yadav	Alakwara, Deoghar	Loader
10	Harendra Rajak	Bhajan Ch. Rajak	Barafitchhri, Barwadda, Dhanbad	Loader
M/S :- D.P. SHARMA TRANSPORT COMPNY, KATRAS ROAD, DHANBAD				
1	Manoranjan Ram		Hatsara, Chepkiya	Sardar
2	Santosh Soren	Budhan Manjhi	Tilpubera, Bokaro	Loader
3	Jawalla Pd. Singh	Rajendra Pd. Singh	Tarmohanpur, Bokaro	Loader
4	Fanibhusan Singh	Chhatu Singh	Tarmohanpur, Bokaro	Loader
5	Surendra Singh	Panchan Singh	Ghergaun, Koderma	Loader

6	Bikram Singh	Arjun Singh	Karma, Koderma	Loader
7	Sanjay Singh	Fouddar Singh	Jarsoti, Giridih	Loader
8	Arjun Singh	Badri Singh	Koldiha, Giridih	Loader
9	Chandan Singh	Rajendra Pd. Singh	Tarmohanpur, Bokaro	Loader
10	Allauddin Ansari	Yusuph Ansari	Amtand, Topchanchi, Dhanbad	Loader
11	Abash Ansari	Md. Yusuf Ansari	Amtand, Topchanchi, Dhanbad	Loader
12	Meghnath Mahato	Daharu Mahato	Amtand, Topchanchi, Dhanbad	Loader
13	Taslim Ansari	Md. Yunush Ansari	Sukudih, Gomoh, Dhanbad	Loader
14	Sanjay Kumar Saw	Dinu Mahato	Kalyanpur, Barwadda, Dhanbad	Loader
15	Ghanashyam Mahato	Bhola Mahato	Konartand, Dhanwar, Dhanbad	Loader
16	Narayan Kumar	Bhim Kumhar	Lusadih, Rajganj, Dhanbad	Loader
17	Om Prakash	Nunulal Mahato	Barwadda, Tundi, Dhanbad	Loader
18	Kartik Singh	Kali Charan Singh	Karharadih, Kotoriya, Banka	Loader
19	Sudhir Pandit	Parmeshwar Pandit	Chholisargadiha, Giridih	Loader
20	Dhananjay Singh	Yamuna Singh	Danidih, Poreyhat, Godda	Loader
21	Krishna Pd. Yadav	Atwari Mahato	Chhotki Kharagdiha, Giridih	Loader
22	Dipu Yadav	Bipat Yadav	Jaina More, Jaridih, Bokaro	Loader
23	Churaman Singh	Sufal Singh	Ojhadih, Bengabad, Giridih	Loader
24	Bikram Singh	RamKumar Singh	Jamuniya Tand, Simultala, Jamui	Loader
25	Hiralal Varma	Rajendra Mahato	Harkhodih, Giridih	Loader
26	Amar Kumar Singh	Tara Pd. Singh	Nichitpur, Katrasgarh, Dhanbad	Loader
27	Ganesh Yadav	Ritlal Yadav	Mahuyatand, Bengabad, Giridih	Loader
28	Rabindra Singh	Gouri Shankar Singh	Jahitiya, Chaiti, Gaya	Loader
29	Binod Kr. Yadav	Basudeo Pd. Yadav	Chandodih, Koderma	Loader
30	Sanjay Kumar	Nanhaku Ram	Dadpur, Chouparan, Hazaribagh	Loader
31	Sarjoo Singh	Puna Singh	Pathalgarwa, Bhendra, Bokaro	Loader
32	Rabindra Kishku	Munilal Kishku	Dhaiya, ISM, Dhanbad	Loader
33	Md. Ikramuddin Ansari	Nizamuddin Ansari	Chorapatti, Gomoh, Dhanbad	Loader
34	Dahalu Singh	Gopal Singh	Baramasiya, Gourisirsia, Gandey Giridih	Loader
35	Dhaniram Mahato	Laxman Mahato	Ramakunda, Dhanbad	Loader
36	Manoj Singh	Ruplal Singh	Damodarpur, Gomoh, Dhanbad	Loader
37	Gourab Sahi	Arjun Sahi	Kachan Saha, Boushi, Banka	Loader
38	Ajay Rajak	Deodhari Rajak	Mahadev Tand, , Hazaribagh	Loader
39	Umesh Singh	Somar Singh	Sonardih, Jamua, Giridih	Loader
40	Rohit Kumar Yadav	Chandar Kishore Yadav	Fatehpur, Simultala, Jamui	Loader
41	Manoj Kr. Pandey	Kameshwar Pandey	Markachho, Koderma	Loader
42	Shankar Singh	Govind Singh	Kahadih, Jamua, Giridih	Loader
43	Kedarnath Kumar	Anhu Mahara	Radhey Mohadar, Deoghar	Loader

44	Rajan Singh	Ramakant Singh	Mahuwar, Harla, Bokaro	Loader
45	Manoj Rajak	Saryu Rajak	Darjee Muhalla , Giridih	Loader
46	Prabhat Prakash Tiwary	Shiv Shankar Tiwari	Jaina More, Jaridih, Bokaro	Loader
47	Laxman Singh	Kedar Singh	Jamuniyatand , Jamui	Loader
48	Sudama Mandal	Tulshi Mandal	Gunghasa, Hariharpur, Dhanbad	Loader
49	SuKumar Singh	Chandrasekhar Singh	Babudih, Karmatandjamtara	Loader
50	Nawal Kishore Singh	Rohit Singh	Jamuniyatand, Giridih	Loader
M/S:- ANIL TRANSPORT				
1	Haradhan Mandal	Kamdeo Mandal	Churua, Sundarpahar	Sardar
2	Panchu Singh	Umed Narayan Singh	Ojhadih, Bengabad, Giridih	Loader
3	Chunni Sahi	Gandhi Sahi	Kachansaha, Sariya, Bousi, Banka	Loader
4	Muruli Singh	Shankar Singh	Pasai, Poriya, Godda	Loader
5	Rajsekher Sahi	Mahendra Sahi	Kachansaha, Sariya, Bousi, Banka	Loader
6	Sukehdeo Singh	Jagdish Sinh	Jamuniyatand, Shimultala, Jamui	Loader
7	Anup Singh	Bahadur Singh	Turkakol, Bouli, Banka	Loader
8	Basist Sahi	Balaram Sahi	Kachansaha, Bousi, Banka	Loader
9	Ramanand Saw	Bajnath Saw	Bela, Chouparan, Hazaribagh	Loader
10	Kameshwar Mandal	Shankar Mandal	Gunghusha, Gomho, Dhanbad	Loader
11	Binod Dhang	Gandouri Dhang	Dadpur, Chouparan, Hazaribagh	Loader
12	Shiv Charn Mandal	Kasha Nath Mandal	Kandidih, Topchachi, Dhanbad	Loader
13	Salesh Mandal	Chand Mohan Mandal	Gungusha Harihar Pur, Gomho	Loader
14	Sunil Kr. Soren	Ruplal Soren	Balidih, Bokaro	Loader
15	Satendra Dangi	Lekho Mahato	Dadpur, Chouparan, Hazaribagh	Loader
16	Jagarnath Singh	Khiru Singh	Belkuiya, Nirsra, Dhanbad	Loader
17	Birendar Singh	Dubey Singh	Chirudih Birni, Giridih	Loader
18	Rohan Dangi	Hiraman Mahato	Dadpur, Chouparan, Hazaribagh	Loader
19	M .P.Singh	Chhatu Narayan Singh	Gadikala Deori, Giridih	Loader
20	Pradip Singh	Arjun Singh	Simaltand, Simultala, Giridih	Loader
21	Shankar Singh	Sukhdeo Singh	Bagai, Koderma	Loader
22	Surendar Mandal	Bhagirath Mandal	Chaita, Gomah	Loader
23	Akhleshwar Singh	Kali Singh	Ganrawa, Tetulmari, Dhanbad	Loader
24	Jhagori Bauri	Jagan Bouri	Nutundih, Chandan Dih Bokaro	Loader
25	Laxman Modi	Banshi Modi	Kapilo, Birni, Giridih	Loader
26	Prahallad Mahato	Mohan Mahato	Chandan Kirayari, Bokaro	Loader
27	Badri Manjhi	Babulal Manjhi	Laxmi Pur Gomoh, Dhanbad	Loader
28	Rameshwar Modi	Ladai Modi	Chandan Kirayari, Bokaro	Loader
29	Chando Lal Manjhi	Lakhi Manjhi	Laxmi Pur Gomoh, Dhanbad	Loader
30	Yogendra Singh	Krishnanand Singh	Mirjagang, Sikandra, Jamui	Loader
31	Manic Ch. Singh	Hari Singh	Thakurkuli, Dhay Dhanbad	Loader
32	Binod Pandey	Prabhas Pandey	Chaita, Gomho, Dhanbad	Loader
33	Sreekant Yadav	Bajnath Yadav	Panpur, Kotoyali, Ballia	Loader

34	Chakar Bharti	Moti Singh	Ghergaun, Koderma	Loader
BHARAT COCKING COAL LIMITED JAMUNIYA NADI KHERABEDA GHAT, BALU SHARIMAK KA SUCHI THIKADAR – M/S:- SHARMA TRANSPORT CO., KATRAS ROAD, DHANBAD				
1	Ishwar Mahato	Punit Mahato	Kherabara,	Sardar
2	Laxman Roy	Sarjoo Roy	Chaita, Gomho, Dhanbad	Loader
3	Nilkanth Manjhi	Bhola Manjhi	Chaita, Gomho, Dhanbad	Loader
4	Chintamani Mahato	Ghashi Mahato	Kherabara, Gomho, Dhanbad	Loader
5	Jethu Mahato	Hulash Mahato	Kherabara, Gomho, Dhanbad	Loader
6	Babulal Manjhi	Karam Ch. Manjhi	Chaita, Gomho, Dhanbad	Loader
7	Sundar Manjhi	Shibu Manjhi	Laxmi Pur Gomoh, Dhanbad	Loader
8	Sukhdeo Manjhi	Dinu Manjhi	Chaita, Gomho, Dhanbad	Loader
9	Bhagirath Mahato	Darbari Mahato	Kherabara, Gomho, Dhanbad	Loader
10	Harish Ch. Ray	Sundar Ray	Chaita, Gomho, Dhanbad	Loader
11	Nepal Rajwar	Saharai Rajwar	Chandan Kiyari, Bokaro	Loader
12	Rajendra Pandey	Kanhai Pandey	Chaita, Gomho, Dhanbad	Loader
13	Manpuran Modi	Ghasiram Modi	Chandan Kiyari, Bokaro	Loader
14	Puran Mahato	Khedan Mahato	Chaita, Gomho, Dhanbad	Loader
15	Kiran Gope	Bholu Gope	Chandan Kiyari, Bokaro	Loader
16	Shanichar Manjhi	Bhola Manjhi	Chaita, Gomho, Dhanbad	Loader
17	Moti Lal Singh	Banshilal Singh	Chaita, Gomho, Dhanbad	Loader
18	Prasanna Ray	Gorachand Ray	Chandan Kiyari, Bokaro	Loader
19	Prabhu Singh	Bubraj Singh	Jaina More, Jaridih, Bokaro	Loader
20	Rajan Ray	Sanichar Ray	Chaita, Gomho, Dhanbad	Loader
21	Manik Rajwar	Babu Rajwar	Chandan Kiyari, Bokaro	Loader
22	Bijay Singh	Bina Singh	Barkangango, Hazaribagh	Loader
23	Haru Rajwar	Chhubu Rajwar	Chandan Kiyari, Bokaro	Loader
24	Ram Kishun Manjhi	Shibu Manjhi	Chaita, Gomho, Dhanbad	Loader
25	Prayag Singh	Parmeshwar Singh	Barkangango, Barkahatta, Hazaribagh	Loader
26	Md. Naim	Md. Yusup	Purani Bazaar, Gomho, Dhanbad	Loader
BHARDWAZ TRANSPORT COMPONY				
1	Anil Gupta		Purani Bazaar, Gomho, Dhanbad	Sardar
2	Moti Lal Rajawar	Karan Lal Rajwar	Chandan Kiyari, Bokaro	Loader
3	Gobardhan Singh	Nandu Singh	Barkangango, Barkahatta, Hazaribagh	Loader
4	Gopal Rajwar	Bhagdu Rajwar	Chandan Kiyari, Bokaro	Loader
5	Shiba Ray	Mangal Ray	Purani Bazaar, Gomoh Dhanbad	Loader
6	Dil Chand Singh	Lakho Singh	Barkangango, Barkahatta, Hazaribagh	Loader
7	Binod Yadav	Srikant Yadav	Chakkilohona, Brahampur, Baksar	Loader
8	Binod Mistri	Okil Mistri	Choubey, Barakttha, Hazaribagh	Loader
9	Sahadeo Singh	Indramani Singh	Bandhdih, Maniyadih, Tundi Dhanbad	Loader
10	Binod Singh	Saman Singh	Khurjio, Birni, Giridih	Loader
11	Kameshwar Singh	Atwari Singh	Barkangango, Barkahatta, Hazaribagh	Loader

12	Kanahi Pandey	Sachidanand Pandey	Chaita, Gomho, Dhanbad	Loader
13	Subash Pandey	Gobinda Pandey	Chaita, Gomho, Dhanbad	Loader
14	Sahadeo Pandey	Prabhas Pandey	Chaita, Gomho, Dhanbad	Loader
15	Kartik Mahato	Punit Mahato	Kherabara, Gomho, Dhanbad	Loader
16	Lalit Mahato	Dineshwar Mahato	Kherabara, Gomho, Dhanbad	Loader
17	Kalicharan Mahato	Yodhram Mahato	Kherabara, Gomho, Dhanbad	Loader
18	Manic Mahato	Chaita Mahato	Kherabara, Gomho, Dhanbad	Loader
19	Prasadi Mahato	Shiba	Kherabara, Gomho, Dhanbad	Loader
20	Narayan Mahato	Pati Mahato	Kherabara, Gomho, Dhanbad	Loader
21	Atwari Mahato	Bhola Mahato	Kherabara, Gomho, Dhanbad	Loader
22	Janki Mahato	Cholaram Mahato	Kherabara, Gomho, Dhanbad	Loader
23	Shib Charan Mahato	Hemlal Mahato	Kherabara, Gomho, Dhanbad	Loader
24	Mitan Mahato	Sukar Mahato	Kherabara, Gomho, Dhanbad	Loader
25	Fuchan Mahato	Nakul Mahato	Kherabara, Gomho, Dhanbad	Loader
26	Jethu Mahato	Pulash Mahato	Kherabara, Gomho, Dhanbad	Loader
27	Charku Manjhi	Yugal Manjhi	Chaita, Gomho, Dhanbad	Loader
28	Raj Kumar	Doman Ram	Girichabani, Ichak, Hazaribagh	Loader
29	Shantosh Kr. Gupta	Dodi Saw	Jwanpur, Chouparan, Hazaribagh	Loader
30	Jai Prakash Prasad	Budhan Saw	Jwanpur, Chouparan, Hazaribagh	Loader
31	Yashwant Saw	Rameshwar Saw	Dadpur, Chouparan, Hazaribagh	Loader
32	Dwarika Singh	Lakhan Singh	Bharpur, Ahilyapur, Giridih	Loader
33	Shankar Kumar	Yamuna Rajak	Sohanpur, Patna	Loader
34	Sanjay Rajak	Yamuna Rajak	Sahebnagar, Patna	Loader
35	Ram Pd. Singh	Babulal Singh	Padampur, Poreyahat, Godda	Loader
THIKADAR :- M/S. NAYATHAK ENTERPRISES COMPANY				
1	Jagdish Ray	Hublal Ray	Chaita, Gunghusa, Dhanbad	Sardar
2	Rajendra Pd. Singh	Sufal Singh	Ojhadih, Bengabad, Giridih	Loader
3	Munna Kumar Sahi	Arjun Sahi	Kachansa, Sarya, Boushi	Loader
4	Arjun Pd . Barma	Tejo Barma	Kumhargariya, Jamua, Giridih	Loader
5	Ashok Rajak	Baleshwar Rajak	Jaypur, Koderma	Loader
6	Bhupendra Singh	Tiket Singh	Pandeyahat, Godda	Loader
7	Gopal Pd. Singh	Jiblal Singh	Ojhadih, Bengabad, Giridih	Loader
8	Sachidanand Singh	Mukteshwar Singh	Jamuniatand, Herla, Bokaro	Loader
9	Ramchandra Singh	Nunulal Singh	Pindra, Sonarihari, Dumka	Loader
10	Bajnath Deb	Sarjoo Narayan Deb	Mathuradih, Banshi, Banka	Loader
11	Gobardhan Mahato	Chouba Mahato	Tardiha, Jamua, Giridih	Loader
12	Bijay Pandey	Umashankar Pandey	Chalkusa, Barkatha, Hazaribagh	Loader
13	Shambhu Nath Sahi	Katki Sahi	Kachnasa, Bousi, Banka	Loader
14	Birendra Kr. Rajak	Bhubaneshwar Rajak	Sonpura Kala, Itkhori, Chatra	Loader
15	Lalan Singh	Akleshwar Singh	Ojhadih, Bengabad, Giridih	Loader
16	Sanjay Pandey	Umashankar Pandey	Chalkusa, Barkatha, Hazaribagh	Loader
17	Abhimanyu Kr. Singh	Shyam Singh	Kashitand, Barwadda, Dhanbad	Loader

18	Sikendar Saw	Rupan Saw	Lalpur, Bengabad, Giridih	Loader
19	Manoj Singh	Hublal Singh	Turio, Chnadrapura, Bokaro	Loader
20	Dinesh Pandey	Biteshwar Pandey	Sabalpur, Badhara	Loader
21	Ajay Kumar Pandey	Kameshwar Pandey	Markachho, Koderma	Loader
22	Munshi Yadav	Tetar Yadav	Laxmipur, Bengabad, Giridih	Loader
23	Khulal Saw	Bhatan Saw	Dadpur, Chouparan, Hazaribagh	Loader
24	Anantlal Singh	Pachanand Singh	Damodarpur, Gomoh, Dhanbad	Loader
25	Sanjay Singh	Prasadi Singh	Jaljoga, Badibagh, Jamui	Loader
26	Suresh Kumar Singh	Rameshwar Prasad Singh	Chhachhando, Nimiyaghat, Giridih	Loader
27	Sanjay Rajwar	Mangar Rajwar	Mohalibandh, Gomiya, Bokaro	Loader
28	Suresh Pd. Barma	Rajendra Mahato	Kharagdiha, Bengabad, Giridih	Loader
29	Sujit Pandit	Rameshwar Pandit	Bedokala, Barkatha, Hazaribagh	Loader
30	Falguni Singh	Ishwar Singh	Ojhadih, Bengabad, Giridih	Loader
31	Basudeo Singh	Lutan Singh	Sahariya, Dumriyatand, , Bokaro	Loader
32	Yogendra Prasad	Adri Raut	Pindrabad, Jamua, Giridih	Loader
33	Murli Singh	Niro Singh	Ojhadih, Bengabad, Giridih	Loader
34	Durga Pd. Singh	Hari Pd. Singh	Sakra, , Mohanpur, Deoghar	Loader
<p style="text-align: center;">BHARAT COKING COAL LIMITED BARAKAR NADI, KARAMDHAHA GHAT, BALU SHRMIK KA SUCHI M/S: - SHIVAM TRANSPORT, KATRAS ROAD, DHANBAD</p>				
1	Shiblal Singh		Koriya	Munshi
2	Patwari Hembram		Koriya	Sardar
3	Amit Kumar Singh	Dayaram Singh	Rampur Jamaniya, Gazipur	Loader
4	Anil Kumar	Chandrika Sharma	Sujanpur, Koderma	Loader
5	Pawan Kumar Singh	Ranjit Singh	Chonapatti, Gom, Dhanbad	Loader
6	Arbind Kumar Tiwary	Rameshwar Tiwary	Bholapur, Beriya, Ballia	Loader
7	Madhusudan Singh	Umed Narayan Singh	Ojhadih, Bengabad, Giridih	Loader
8	Doman Singh	Banbihari Singh	Bundu, Ranchi	Loader
9	Damodar Narayan Singh	Degan Singh	Chandankiyari, Bokaro	Loader
10	Arjun Mahato	Meghlal Mahato	Khonathi, Barora, Dhanbad	Loader
11	Dinesh Kumar Rajak	Jay Prakash Dhobi	Lochanpur, Koderma	Loader
12	RajKumar Paswan	Dharmu Paswan	Nagwa, Nauwatpur, Patna	Loader
13	Sikendar Rajak	Kamal Rajak	Chouparan, Hazaribagh	Loader
14	Jitendra Mistry	Budhan Mistry	Patna, Gauan, Giridih	Loader
15	Pramanand Singh	Jiten Singh	Lalchak, Katras, Dhanbad	Loader
16	Harishankar Mourya	Arjun Prasad	Lochanpur, Koderma	Loader
17	Sitaram Bareth	Adhoura Bareth	Dangraj, , Jangirchampa	Loader
18	Jayprakash Prasad	Harinarayan Mahato	Pipashiya, Isuya, Chapra	Loader
19	Kishore Mistri	Okil Mistri	Choubey, Barkatha, Hazaribagh	Loader

20	Manikchand Yadav	Nomilal Mahato	Fafandi, Bengabad, Giridih	Loader
21	Parmeshwar Singh	Raghunath Singh	Damodarpur, Gomoh	Loader
22	Kishun Singh	Pran Singh	Chandankiyari, Bokaro	Loader
23	Shudhu Tamoli	Nago Tamoli	Karmoni, Gaya	Loader
24	Prakash Prasad Yadav	Basudeo Mahato	Gaddar, Gauan, Giridih	Loader
25	Ramsagar Rana	Jhari Rana	Bedokala, Hazaribagh	Loader
26	Raju Mahato	Nakul Mahato	Ramakunda, Hutungtugri, Topchanchi, Dhanbad	Loader
M/S. : JAGPAL TRANSPORT				
1	Kirtan Kumar Dan	Kalipada Dan	Meranwatand, Dhanbad	Sardar
2	Sanichar Bhogta	Munilala Bhogta	Koshidih, Pokhoriya	Loader
3	Upendra Kr Rajak	Bhikhan Rajak	Lochanpur, Koderma	Loader
4	Sahadeo Mistry	Thanu Mistry	Nawagarhchati, Giridih	Loader
5	Jitendra Kumar	Parmeshwar Sharma	Alipur, Narhat, Nawada	Loader
6	Netram Bareth	Dharu Ram Bareth	Mukta, Malkharunda, Jajgir champa	Loader
7	Nawin Kr. Sinha	Shyam Kishore Sinha	Pratap, Chatra	Loader
8	Umesh Prasad Singh	Teknarayan Singh	Salanpur, Katras, Dhanbad	Loader
9	Sunil Kishku	Siril Kishku	Pipratand, Giridih	Loader
10	Prayag Rana	Jhari Rana	Borokalla, Barkatha Hazaribagh	Loader
11	Rohit Kumar Paswan	Sonaram Paswan	Chutiyari, Koderma	Loader
12	Gobardhan Bareth	Manglu Ram Bareth	Darimura, Malkharanda, Jangirchampa	Loader
13	Manoj Kumar	Bhola Tamoli	Hydernagar, Palamu	Loader
14	Sandip Kishku	Munilal Kishku	Dhaiya, ISM, Dhanbad	Loader
15	Mahendra Mahato	Narayan Mahato	Bandgaro, Bengabad, Giridih	Loader
16	Maheshwar Kumar Prabhakar	Sital Ram	Rampuram, Mahadevtand, Chouparan, Hazaribagh	Loader
17	Umesh Kapri	Ajodhori Kapri	Dumarthar, Chnadan, Banka	Loader
18	Raghunandan Mahato	Nandu Mahato	Kanothi, Barora, Dhanbad	Loader
19	Bhikhi Ram	Nirpat Ram	Jaynagar, Padiyagharo, Koderma	Loader
20	Uday Mistry	Kasha Mistry	Chak, Gauan, Giridih	Loader
21	Prahalad Chand Singh	Meghlal Singh	Mekura, Chandankiyari, Bokaro	Loader
22	Dinesh Rajak	Misar Dhobi	Laskari, Barhi, Hazaribagh	Loader
23	Wakil Singh	Nathu Singh	Karnagora, Topchanchi, Dhanbad	Loader
24	Bhagirathi Bareth	Basawan Bareth	Khumhati Khurdh, Baradawar, Jajgirchampa	Loader
25	Ashok Kumar Rajak	Mohar Rajak	Belkhor, Itkhor, Chatra	Loader
26	Hemlal Mahato	DeoKumar Mahato	Netwari, Tundi, Dhanbad	Loader

BHARAT COKING COAL LIMITED BARAKAR NADI GHURANI BEDA GHAT, BALU SHARIMIK KI SUCHI M/S :- KRISHNA TRANSPORT, KATRASH MODE, JHARIA, DHANBAD				
1	Saka Mohali	Megha Mohali	Sunderpaharui	Sardar
2	Dipak Kr. Sinha	Sukhdeo Lala	Mokamo, Diridih	Loader
3	Pradip Singh	Satnarayan Singh	Ichak, Hazaribag	Loader
4	Jagdish Ram	Beni Ram	Parria, Kodarma	Loader
5	Amit Thanedar	Rokhohari Thanedar	Kunthol, Dhanbad	Loader
6	Malik Ram	Bhukhaw Ram Bareth	Darang, Jajgir Chhgar, Champa	Loader
7	Mahendra Singh	Prameshwar Singh	Palar, Banka, Bihar	Loader
8	Anup Kr. Singh	Umesh Singh	Raypur, Gajipur	Loader
9	Mit lal Mandal	Bhatu Mandal	Bandkharo, Sariya	Loader
10	Ramdhari Singh	Arjun Singh	Thakurkuli, Dhaiya, Dhanbad	Loader
11	Suresh Rajwar	Meghlal Rajwar	Birini, Bokaro	Loader
12	Kuldip Singh	Bhagirath Singh	Jamuniyatand	, Jamui
13	Jaychand Bareth	Gangaram Bareth	Kausa, Damra, Janjgirchampa	Loader
14	Pankaj Ram	Barhan Ram	Naitand, Markacho, Kodarma	Loader
15	Yaswant Kumar	Dayaram Singh	Salanpur, Katrash, Dhanbad	Loader
16	Binod Singh	Yamuna Singh	Hariyadi, Chakai, Jamui	Loader
17	Prakash Singh	`Kartik Singh	`Parandagal, Kherboni, Dumka	Loader
18	Manjhi Anil	Nakul Manjhi	Rammoti, Jaypur, Purlia	Loader
19	Sudhansu Sekhar	C.L.Singh	Sector 2, A, Sadar Bokaro	Loader
20	Rajendar Mistry	Lakhanlal Mistry	Nawagarh, Rajdhanwar, Giridih	Loader
21	Yogeshwar Bareth	Hetram Bareth	Mukta, Malkhoranda, Janjgirchampa	Loader
22	Shambhu Rajak	Juran Rajak	Kemo, Itkhori, Chatra	Loader
23	Arbind Kr. Singh	Dayaram Singh	Raypur, Jamaniya, Gajipur	Loader
24	Harendra Singh	Surrender Singh	Damodarpur, Hariharpur, Dhanbad	Loader
25	Suresh Kr. Rana	Sarju Rana	Kadma, Karkam Sai, Hazaribag	Loader
M/S:- M. N. SHARMA TRANSPORT COMPANY				
1	Fulchand Mohali	Bhogan Mohali	Chuturiya, Sundarpahari	Sardar
2	Magram Kumahar	Fuchu Kumahar	Daldali	Loader
3	Mishin Hembram	Kariya Hembram	Kurkutand	Loader
4	Munna Singh	Kedar Singh	Jamuniyatand, Simultala, Jamuai	Loader
5	Tribhuban Mahato	Kunjbihari Mahato	Nayagarh Chatty, Rajdhanwar Giridih	Loader
6	Deb Kumar Rajwar	Harihar Rajwar	Kirigora, Patratu, Hazaribag	Loader
7	Surrender Nath Rajwar	Thakur Ch. Rajwar	Kadamtand, Rajgung, Dhanbad	Loader
8	Ganesh Thakur	Mohan Thakur	Pakerbera, Tatri, Topchanchi, Dhanbad	Loader
9	Anuj Kr. Karash	Banawa Lal Karsh	Malni, Jaijpur, Janjgir Champa	Loader
10	Upendra Kr. Kushwaha	Dwarika Mahato	Fakirapahari, Sariya, Giridih	Loader
11	Manoj Kr. Deshwali	Debi Pd. Deshwali	Koradih, Katrash, Dhanbad	Loader
12	Ramesh Singh	Teknarayan Singh	Korabad, Ujyarpur, Samastipur	Loader
13	Laxman Singh	Giridhari Singh	Bandhdih, Tundi, Dhanbad	Loader

14	Karuna Ray	Sunil Kr.Ray	Berla, Jamuaniya, Burdwan	Loader
15	Gajanand Dhobi	Nakul Dhobi	Lochanpur, Kodarma	Loader
16	Bijay Pd.Barma	Bhagirath Pd.Barma	Choski, Ahalyapur, Giridih	Loader
17	Suraj Kr.Karsh	Banwa Lal Karsh	Malani, Jaijpur, Janjgir Champa	Loader
18	Gandori Dangi	Lekho Mahato	Dadpur, Chouparan, Hazaribag	Loader
19	Thakur Pd.Singh	Chandra Mohan Singh	Bardar, Daludih, Katrash, Dhanbad	Loader
20	Rabi Singh	Kapildeo Singh	Charghara, Charmuri, Jamui	Loader
21	Md .Ainul Haq	Rahamat Mia	Bholapur, Hirodih, Giridih	Loader
22	Mahesh Pandey		Pandeydih, Tundi, Dhanbad	Loader
23	Santosh Thakur	Ganesh Thakur	Maharajgunj, Tungi, Dhanbad	Loader
24	Uday Chand Bareth	Ganga Ram Bareth	Kausa, Gamra, Janjgirchampa	Loader
25	Umesh Kumar	Churaman Ram	Lochanpur, Kodarma	Loader
26	Sugrib Ram Rajak	Kishore Rajak	Dadpur, Chouparan, Hazaribag	Loader
27	Indradeo Rajak	Maharu Rajak	Sanpura, Mayapur, Itkhori, Chatra	Loader
M/S. SHARMA TRANSPORT, KATRASH ROAD, DHANBAD				
1	Haradhan Mandal	Kamdeo Mandal	`Chururiya, Sundarpahari	Sardar
2	Rajesh Kr.Pandey	Bijay Pandey	Sultanpur, Raghunathpur, Siwan	Loader
3	Narayan Singh	Tilu Singh	Mekura, Chandankiyari, Bokaro	Sardar
4	Jehal Mandal	Jagdish Mandal	Bandhkharo, Sariya, Giridih	Loader
5	Bajrang Rajak	Hari Rajak	Sanpura, Itkhori, Chatra	Loader
6	Ganesh Kumar	Bhuneshwar Das	Akdonikhord, Muhafsil, Sioline, Gaya	Loader
7	Fakira Kumar	Rambrichh Tamoli	Sury Kunda, Bishnupad, Gaya	Loader
8	Anil Kr.Gour	Ganesh Ram	Bherapati, Shakti, Janjgirchampa	Loader
9	Ashok Baitha	Dhaneshwar Baitha	Bariyath, Ichak, Hazaribag	Loader
10	Babulal Singh	Chandramohan Singh	Bardar, Katrash, Dhanbad	Loader
11	Dinesh Kumar	Churaman Dhobi	Lochanpur, Kodarma	Loader
12	Debnarayan Singh	Chundi Singh	Butaturi, Mohanpur, Deoghar	Loader
13	Santosh Kr.Das	Ruplal Rabidas	Kasidih, Sariya, Giridih	Loader
14	Deb Das Ram	Ram Ch. Ram	Mahadevtand, Chouparan, Hazaribag	Loader
15	Krishna Tamoli	Kesho Tamoli	Haider Nagar, Palamu	Loader
16	Dara Singh	Mathur Singh	Maharajgung, Tundi, Dhanbad	Loader
17	Kritram Bareth	Pilaram Bareth	Karibandhu, Shakti, Janjgirchampa	Loader
18	Mukesh Kr.Singh	Armanand Singh	Sabanpur, Chouparan, Hazaribag	Loader
19	Aswani Singh	Uchit Singh	Dahikuri, Garjoypur, Purulia	Loader
20	Laldeo Ram	Dhaman Dhobi	Mahadevtand, Chouparan, Hazaribag	Loader
21	Birender Kr. Singh	Jagdamba Singh	Hirna, Mohanpur, Deoghar	Loader
22	Rabinder Singh	Puni Singjh	Kahadih, Jamua, Giridih	Loader
23	Malik Ram Bareth	Bhukharu Ram Bareth	Darang, Champa, Janjgirchampa	Loader
24	Amulya Singh	Uchit Singh	Hikuri, Garjoypur, Purulia	Loader
25	Prabhu Dayal Pandey	Ramnath Pandey	Mohankodhiya, Dariyapur, Chhapara	Loader
26	Dewandra Bhagat	Dorha Bhagat	Agarwal Building, Chirkunda, Dhanbad	

27	Chandradeo Kr.	Mitrajeet Ram	Rampur, Chouparan, Hazaribag	Loader
28	Shaktipada Gorai	Bhusan Gorai	Chandankiyari, Bokaro	Loader
29	Baleshwar Singh	Dhiren Singh	Chaita, Gomoh, Dhanbad	Loader
30	Sadhan Mandal	Sanat Mandal	Mahishila, Asansol, Burdwan	Loader
31	Kamal Pd. Yadav	Radhelal Yadav	Karibandhu, Shakti, Janjgirchampa,	Loader
32	Bikash Kr.Mandal	Nepal Mandal	Hirapur, Tundi, Dhanbad	Sardar
33	Ramdeo Rajak	Barahan Rajak	Dadpur, Chouparan, Hazaribag	Loader
34	Bittu Kumar	Suresh Pd.Tamoli	Suryakund, Civil Line, Gaya	Loader
35	Dinesh Kr. Das	Ruplal Das	Kushbani, Bagodar, Giridih	Loader
36	Dharmendra Kr. Sinha	Dhrubnarayan Sinha	Barwadih, Dhanbad	Loader
M/S. KENDALWAL TRANSPORT COMPANY				
1	Sukhdeo Mohali	Binda Mohali	Chururiya, Sundarpahari	Sardar
2	Brahamdeo Kushwaha	Gyani Mahato	Bajladhav, Markachcho, Kodarma	Loader
3	Ravi Nandan Singh	Yamuna Singh	Dhulmapur, Chakai, Jamui	Loader
4	Raju Ram	Deoki Ram	Pathra, Chouparan, Hazaribag	Loader
5	Sarban Tamoli	Ramanand Tamoli	Kataiya, Godamghagir, Chatra	Loader
6	Sunil Kumar	Bachchu Pd.Tamoli	Sadhana Hotel, Bakanpur, Patna	Loader
7	Nepal Parmanik	Panchanand Paramanik	Chandankiyari, Bokaro	Loader
8	Kaleshwar Paswan	Mahabir Paswan	Bandarwaro, Sariya, Giridih	Loader
9	Anand Rajwar	Radhu Rajwar	Khario, Hariharpur, Dhanbad	Loader
10	Mahesh Rajak	Banshi Rajak	Harino, Chouparan Hazaribag	Loader
11	Hanus Ram Bareth	Bhukharu Bareth	Darang, Champa, Janjgirchampa	Loader
12	Mittan Mandal	Manik Mandal	Bakbando, Asansol, Burdwan	Loader
13	Dhiren Kumar	Krishna Tamoli	Uppar Bazaar, Ranchi	Loader
14	Prayag Pd.Yadav	Chando Mahato	Jhalibad, Rajdhanwar, Giridih	Loader
15	Ajablal Singh	Chintamani Singh	Bara Charpa, Madhupur Deoghar	Loader
16	Brajesh Rajak	Pokhan Rajak	Dawari, Giddhor, Chatra	Loader
17	Mahendra Rajak	Bhikari Rajak	Harino, Chouparan, Hazaribagh	Loader
18	Sanichar Singh	Hublal Singh	Khamargora, Kakomath, Dhanbad	Loader
19	Dhiren Gope	Shanty Gope	Chandan Kiyari, Bokaro	Loader
20	Basant Singh	Gopal Singh	Chita Kharo, Birni Giridih	Loader
21	Arun Singh	Basudeo Singh	Dakikundi, Garjaypur, Purulia	Loader
22	Hari Krishna Mandal	Babulal Mandal	Dolabar, Jamtara	Loader
23	Jay Prakash Kr.	Baldeo Ram	Partapur, Chouparan Hazaribagh	Loader
24	Chheru Ram Bareth	Khadau Ram Bareth	Darang Champa, Janjgirchampa	Loader
25	Prithi Nath Mahato	Kamal Mahato	Piprahiya, Ushwapur, Saran	Loader
26	Haradhan Singh	Sikhdeo Singh	Mekura, Chandan Kiyari Bokaro	Loader
27	Ganga Poddar	Kokil Poddar	Dhaiya Dhanbad	Loader

28	Ganesh Rajak	Bishnudhari Rajak	Rampur Chouparan, Hazaribagh	Loader
29	Sanjay Kumar	Ramdeo Prasad Tamoli	Fatepur, Gaya	Loader
30	Suresh Ram bareth	Ganpat Bareth	Mukta Malkharando, Janjgirchama	Loader
31	Daulat Singh	Kaila Singh	Koiridih, Bagor, Giridih	Loader
32	Pahupati Gope	Khandu Gope	Lepri, Kanda, Purulia	Loader
33	Teklal Singh	Gokul Singh	Ashnasindha, Topchachi, Dhanbad	Loader
34	Naresh Kumar Rajak	Bishnudhari Rajak	Rampur Chouparan, Hazaribagh	Loader
35	Satyanarayan Tamoli	Dhura Tamoli	Hydernagar Bazaar, Plamu	Loader
36	Jiwanlal Karsh	Puran Karash	Mukta, Janjgirchampa	Loader
37	Kishori Singh	Meghlal Singh	Nawagarh, Rajchanwar, Giridih	Loader
38	Govind Singh	Sanatan Singh	Mekura, Chandan Kiyari Bokaro	Loader
39	SuKumar Gope	Gostu Gope	Barri Kanda, Purulia	Loader
40	Manivendra Tiwari	Satynarayan Tiwari	Piparhiya, Isujapur, Saran	Loader
41	Chetlal Rajak	Barhen Baitha	Amjhar, Chouparan, Hazaribagh	Loader
M/S D. P. SHARMA TRANSPORT COMPANY, KATRAS ROAD, DHANBAD				
1	Lal Hembram	Rafik Hembram	Ghurnibera, Sundarpahari	Sardar
2	Gupin Hembram	Maha Hembram	Ghurnibera, Sundarpahari	Loader
3	Golak Mahato	Surendra Mahato	Chandankiyari, Bokaro	Loader
4	Md. Rafiq Ansari	Abdul Quam Ansari	Amtand, Topchanchi, Dhanbad	Loader
5	Govind Prasad	Bishun Mahato	Chandramarni, Bagodar, Giridih	Loader
6	Rajib Kumar	Dhaman Dhobi	Mahadevtand, Chouparan, Hazaribag	Loader
7	Amritlal Karsh	Rohanlal Karsh	Durga Pandal, Ramnagar, Korwa	Loader
8	Binay Kumar	Upadhaya Sudhakar	Dant Shuma Isuwapur, Chhapra	Loader
9	Upendra Mistry	Laxman Mistry	Patna, Ganha, Giridih	Loader
10	Mahadeo Rajak	Banshi Rajak	Harino, Chouparan Hazaribag	Loader
11	Bhadu Rajwar	Titu Rajwar	Khario, Hariharpur, Gomoh, Dhanbad	Loader
12	Kaushal Kr.Rajak	Ram Byas Ram	Dumari, Chouparan Hazaribag	Loader
13	Bihari Parsad	Jawahir Parsad	Piparhiya, Isujapur, Chhapra	Loader
14	Kamlesh Yadav	Dhanpat Yadav	Tilaiya, Jaynagar, Kodarma	Loader
15	Chandradeo Singh	Sundar Singh	Tand Mohanpur, Jaridih, Bokaro	Loader
16	Bhim Pd. Bareth	Radheyshyam Bareth	Darang, Champa, Janjgirchampa	Loader
17	Subhas Kr.Pandey	Ramnath Pandey	Mohan Kothiya, Dariyapur, Saran	Loader
18	Madhav Mandal	Nirupad Mandal	Kalisako, Salanpur, Burdwan	Loader
19	Ajit Kr.Singh	Surendra Singh	Damodarpur, Hariharpur, Gomoh, Dhan.	Loader
20	Kailash Rajak	Bhikhari Rajak	Harino, Chouparan Hazaribag	Loader
21	Bhim Ray	Bhubaneshwar Ray	Manjhiladih, Giridih	Loader
22	Panchu Singh	Dhiren Singh	Chaita, Gomoh, Dhanbad	Loader
23	Nagendra Nath Tiwari	Badrinath Tiwari	Summa, Ushwapur, Saran	Loader

24	Brahmdeo Ram	Doman Ram	Papro, Chouparan, Hazaribag	Loader
25	Mithlesh Kr. Singh	Chandrasekhar Singh	R.D.Bazar, Pachgachhiya, Burdwan	Loader
26	Birbal Ray	Madan Ray	Barramundi, Maithan, Dhanbad	Loader
27	Kaleshwar Singh	Sukar Singh	Sahariya, Nawadih, Bokaro	Loader
28	Hiraman Singh	Manjho Singh	Pradhandih, Domri, Giridih	Loader
29	Rajendra Pd. Barma	Kishon Mahato	Bara Charpa, Madhupur, Deoghar	Loader
30	Rattan Lal Singh	Ramkinkar Singh	Mukundpur, Jaypur, Purulia	Loader
31	Birendra Singh	Lakhan Singh	Purana Nagar, Kodarma	Loader
33	Suresh Ram	Deoki Ram	Pathra, Chouparan, Hazaribag	Loader
34	Rattan Singh	Sukhdeo Singh	Kashiyatand, Barawada, Dhanbad	Loader
35	Sanjiv Kr.Singh	Shyam Sundar Singh	Tandmohanpur, Jaridih, Bokaro	Loader
36	Bhubaneshwar Pd. Yadav	Brinda Yadav	Baracharpa, Madhupur, Deoghar	Loader
M/S. SHIV TRANSPORT COMPANY KATRAS ROAD, DHANBAD				
1	Ghanshayam Rawani	-----	`Kutanpahari, Sundarpahari	Sardar
2	Binod Kr.Singh	Baro Singh	Barwadih, Markachcho, Kodarma	Loader
3	Jitendra Mahato	Gaurav Mahato	Khonathi, Barora, Dhanbad	Loader
4	Rajendra Kr.Rajak	Ramchandra Rajak	Mahadevtand, Chouparan, Hazaribag	Loader
5	Bhola Pd.Singh	Govind Singh	Karahdih, Jamua, Giridih	Loader
6	Iswari Singh	Budhan Singh	Baracharpa, Madhupur, Deoghar	Loader
7	Bijay Singh	Thakur Singh	Mekura, Chandankiyari, Bokaro	Loader
8	Haradhan Singjh	Khemnarayan Singh	Ashnasindha, Topchanchi, Dhanbad	Loader
9	Ajay Kr.Singh	Nameshwar Pd. Singh	R.D.Bazar, Panchgariya, Burdwan	Loader
10	Ashok Kr.Rajak	Madan Rajak	Dumri, Chouparan, Hazaribag	Loader
11	Kanthi Singh	Banwari Singh	Karahdih, Jamua, Giridih	Loader
12	Manoj Singh	Hari Singh	Dumariyatand, Nawadih, Bokaro	Loader
13	Khedan Singh	Tilakdhari Singh	Maniya, Barkatha, Hazaribag	Loader
14	Chhatu Singh	Sahdeo Singh	Bardar, Daludih, Katras, Dhanbad	Loader
15	Anil Kr.Rajak	Sitaram Rajak	Singh ghani, Falgara, Chatra	Loader
16	Sadanand Singh	Bholanath Singh	Beharkunda, Talharo, Dumka	Loader
17	Dhunu Mahato	Bushnu Mahato	Khonathi, Dharora, Dhanbad	Loader
18	Birendra Singh	Shyam Sundar Singh	Ojhadih, Bengabad, Giridih	Loader
19	Yamuna Pd. Sinha	Dwarika Lala	Dimra, Gola, Hazaribag	Loader
20	Shyamal Deswali	Manu Deswali	Basa, Chas, Alkusa, Bokaro	Loader
21	Dhiren Rajwar	Bhim Rajwar	Khario, Hariharpur, Gomoh, Dhanbad	Loader
22	Binod Kr. Mishra	Ranju Mishra	Ganoriya, Thokri, Baliya	Loader
23	Laltu Ghosh	Samir Ghosh	Brahamandih Colliney, Asansol, Burdwan	Loader
24	Arun Pd. Singh	Bhubneshwar Singh	Bhashpur, Ahaliyapur, Giridih	Loader
25	Sonu Kr. Singh	Ramkishun Singh	Mohan Bazaar, Pathardih, Dhanbad	Loader
26	Mukesh Kr. Rajak	Jagdeo Rajak	Pathriya, Itkhor, Chatra	Loader
27	Roshanlal Mahato	Dillu Mahato	Gujariyadih, Nawadih, Bokaro	Loader

28	Basdeo Singh	Hiraman Singh	Nawagarh, Rajdhanwar, Giridih	Loader
29	Surendra Baitha	Bali Baitha	Bhando, Chandrawar, Kodarma	Loader
30	Tufan Singh	Lakhi Narayan Singh	Barsar, Baludih, Rajgunj, Dhanbad	Loader
31	Jaydev Kumar	Anil Kr.Rajak	Pratap Pur, Chouparan, Hazaribag	Loader
32	Prakash Singh	Jagdish Singh	Mahabir Colliary, New Colony, Raniganj, Burdwan	Loader
33	Abdhesh Kr.Tiwari	Satnarayan Tiwari	Piprahiya, Isujapur, Giridih	Loader
34	Varun Singh	Lakhan Singh	Bhaspur, Ahilyapur, Giridih	Loader
35	Niranjan Rajak	Ramdhin Rajak	Barwadih, Chouparan, Hazaribag	Loader
36	Haradhan Mahato	Barahan Mahato	Khonathi, Borora, Dhanbad	Loader
37	Naru Gopal Chakraborty	Harilal Chakraborty	Gandhinagar, Panchgariya, Asansol, Burdwan	Loader
38	Suresh Ray	Dhanpat Ray	Khabri, Baniyapur, Saran	Loader
39	Lalchandra Ray	Janakdhari Ray	Mahadevtand, Chouparan, Hazaribag	Loader
40	Dhaneshwar Singh	Shahdev Singh	Bardar, Daludih, Katrash, Dhanbad	Loader
41	Pran Narayan Singh	Umed Narayan Singh	Ojhadih, Bengabad, Giridih	Loader
BHARAT COKING COAL LIMITED BARAKAR NADI MOHASHIDIH GHAT BALU SHARIMIK KI SUCHI M/S. :- SHARMA TRANSPORT COMPANY				
1	Manoranjana Das	Amulya Dan	Ukma	Sardar
2	Thakuri Mistry	Budhan Maistry	Patna Gaun, Giridih	Loader
3	Laxman Kumar	Tilakdhari Rajak	Pathra, Chouparan, Hazaribag	Loader
4	Kuldip Singh	Bhagirathi Singh	Jamuniatand, Simultal, Jamui	Loader
5	Manish Singh	Ranjeet Singh	Chorapatti, Gomoh, Dhanbad	Loader
6	Ashok Rajak	Deglal Rajak	Sariya Road, Bagodar, Giridih	Loader
7	Jagannath Mistry	Somar Mistry	Berokolla, Barkattha, Hazaribag	Loader
8	DeoKumar Bareth	Banaw Lal Bareth	Malni, Joujeypur, Janjgirchampa	Loader
9	Rakesh Kr. Mahato	Laldhar Mahato	Pachour, Taraiya, Saran	Loader
10	Hiru Ray	Muna Ray	Baramuri, Chirkutand, Dhanbad	Loader
11	Baleshwar Pd. Yadav	Anup Mahato	Fulandi, Bengabad, Giridih	Loader
12	RajKumar	Durga Prasad	Tamur, Ranchi	Loader
13	Prakash Kumar	Jageshwar Rajak	Pathra, Chouparan, Hazaribag	Loader
14	Shibu Pd.Singh	Girdhari Singh	Mekura, Chandankiyari, Bokaro	Loader
15	Liladhar Bareth	Ramchandra Bareth	Kansa, Dammar, Jajgirchampa	Loader
16	Bikash Singh	Ganesh Singh	Bhutgaria, Bauragarh, Dhanbad	Loader
17	Manbana Tudu	Jagan Adibasi	Guhiyatand, Karharbari, Giridih	Loader
18	Kusal Mahato	Khublal Mahato	Makhdumpur, Sonpur, Saran	Loader
19	Dipak Kumar	Bhola Tamoli	Hedarnagar, Plamu	Loader
20	Mahadev Rajak	Pokahan Rajak	Mandeklam Sadar, Hazaribag	Loader
21	Om Prakash Koiri	Ram Kumar Koiri	Gomoh Dhanbad	Loader
22	Nakul Singh	Bhusan Singh	Ojhadih, Bengabad, Giridih	Loader
23	Dinesh Kr. Singh	Shiv Narayan Singh	Raypur, Jamaniya, Gajipur	Loader
24	Daduram Bareth	Sukhram Bareth	Malni, Jijepur, Janjgirchampa	Loader

25	Munni Tamoli	Dhura Tamoli	Haidar Nagar Bazaar, Plamu	Loader
26	Bijay Pd. Tamoli	Ramanand Tamoli	Kataiya Godam Ghangri, Jori, Chatra	Loader
27	Balai Mandal	Kamal Mandal	Mera, Chirkunda, Dhanbad	Loader
28	Lalachand Ram	Janakdhari Ram	Rampur, Mahadevtand, Chouparan, Hazaribag	Loader
29	Bajinath Pd. Barma	Kujo Mahato	Chhoti Kharakdiha, Bengabad, Giridih	Loader
30	Niraj Kumar	Narayan Bhagat	Bhaganbiga, Nalanda	Loader
31	Shyamal Mandal	Anand Mandal	Chinpuriya, Burdwan	Loader
32	Bijay Kr. Karsh	Daduram Karsh	Malni, Jijepur, Janjgirchampa	Loader
BHARAT COKING COAL LIMITED BARAKAR NADI TASARA GHAT AND ANA COLLIERY BANKAD, BALU SHARIMAK KI SUCHI M/S. PANCHAM SINGH, MOHALBANI, BHOWRA, DHANBAD				
1	Yugal Mahato	Bishu Mahato	Kubritand Giridih	Sardar
2	Dip Chand Mahato	Bandiram Mahato	Kubritand Giridih	Loader
3	Girdhari Ram	Ashu Ram	Namohir, Chirkunda, Dhanbad	Loader
4	Ramdeo Yadav	Gango Yadav	Kheriodih, Deori, Giridih	Loader
5	Surendra Mahato	Harkho Mahato	Chhotki Kharakdiha, Bengabad, Giridih	Loader
6	Naresh Kumar Rajak	Madan Ram	Dumri, Chouparan, Hazaribagh	Loader
7	Mahabir Singh	Deo Narayan Singh	Bishnapur, Gomho, Dhanbad	Loader
8	Surendra Kr. Bareth	Sukhen Pd. Bareth	Kumhrikala, Baradwar, Janjgirchampa	Loader
9	Robin Singh	Jagarnath Singh	Dahikuri, Jarjappur, Purulia	Loader
10	Sonu Kumar Mahato	Azadi Mahato	Pochour, Saraiya, Saran	Loader
11	Govind Prasad	Bishun Pd. Mahato	Chandmarni, Saraiya, Giridih	Loader
12	Ranjeet Singh	Dindayal Singh	Damodarpur, Hariharpur, Gomho, Dhan.	Loader
13	Rajesh Kumar Rana	Pokhan Rana	Jamwari, Ichak, Hazaribagh	Loader
14	Raj Kumar Paramanik	Gurucharan Paramanik	Pancha, Ormanjhi, Ranchi	Loader
15	Jitendra Singh	KumbhakarnSingh	Sahariya, Nawadih, Bokaro	Loader
16	Tarun Barma	Ravi Shankar Pd. Kushwaha	Baddiha, Hirodih, Giridih	Loader
17	Satrudhan Bareth	Ghasiram Bareth	Jatapara, Jaijpur, Janjgirchampa	Loader
18	Ashok Paramanik	Nandlal Paramanik	Lodoyadih, Topchachi, Dhanbad	Loader
19	Kishori Mohan Pandey	Sukhdeo Pandey	Pipraghoghar, Barhi, Hazaribagh	Loader
20	Sandip Singh	Sahadeo Singh	Dahikuri, Garjappur, Purulia	Lodder
21	Dhiraj Kumar	Indradeo Bhagat	Agarwala Collony, Galafarbari, Dhanbad	Loader
22	Manoj Prasad	Gopal Prasad Tamoli	Gathjain Mandir, Ramana Road, Gaya	Loader
23	Ranjan Kumar Rajak	Ram Kisnun Ram	Bekowar, Koderma	Loader
24	Raju Rana	Kishun Rana	Lalbazar, Rajdhanwar, Giridih	Loader

25	Raju Rajak	Bodhi Rajak	Shilwarkhurdh, Hazaribag	Loader
26	Sanat Chandra	Tej Ram Chandra	Shikaribar, Jejepur, Janjgirchampa	Loader
27	Rashdeo Yadav	Lali Yadav	Merda, Chirkunda, Dhanbad	Loader
28	Sumit Kumar	Tribhushan Sing	Angarpathara, Katrashgarh, Dhanbad	Loader
29	Vishal Soren	Mangal Soren	Madandiha, Giridih	Loader
30	Pramod Kumar	Munna Tamoli	Hyder Nagar, Palamu	Loader
31	Bikash Kumar	Suresh Pd. Tamoli	Suryakund, Bishunpad Civil Line, Gaya	Loader
32	Jitan Mandal	Manic Mandal	Bakbandi, Asansol, Burdwan	Loader
33	Iswar Saw	Lekho Saw	Berokalla, Barkattha, Hazaribagh	Loader
34	Babulal Karsh	Ghanashyam Karsa	Parsawani, Darma, Janjgirchampa	Loader
35	Lalo Rajak	Somar Rajak	Mahuri, Bagodar, Giridih	Loader
36	Sarjoo Prasad Singh	Vishu Singh	Damodarpur, Hariharpur, Gomho, Dhanbad	Loader
37	Raj Kumar Singh	Gajanand Singh	Barkangango, Barkattha, Hazaribagh	Loader
38	Jitendra Pd. Singh	Jay Mangal Singh	Dinadaha, Shikari Para, Dumka	Loader
39	Birju Ram	Kamal Dhobi	Patchra, Chouparan, Hazaribag	Loader
40	Dilu Prasad Varma	Suhi Mahato	Nimayatand, Giridih	Loader
41	Chhotan Singh	Mahavir Singh	Damodarpur, Hariharpur, Gomho, Dhan.	Loader
42	Dinesh Singh	Pedku Singh	Mekura, Chandankiyari, Bokaro	Loader
43	Sanjay Bareth	Panchram Bareth	Azad Nagar, Godhari Para, Koriya	Loader
44	Kuldip Singh	Kishan Singh	Dahikudi, Garhaytur, Purulia	Loader
45	Dhaneshwar Rajan	Somar Ram	Amjhar, Chouparan, Hazaribag	Loader
46	Bishwanath Pandey	Rakhal Pandev	Rohini, Josidih, Deoghar	Loader
47	Ramesh Rajwar	Ganesh Rajwar	Maheshpur, Madhuban, Dhanbad	Loader
48	Ram Pd. Singh	Mahabir Singh	Nawagarh, Chatty, Rajdhanwar, Giridih	Loader
<p style="text-align: center;">BHARAT COKING COAL LIMITED YAMUNIYA NADI CHAITA GHAT, BALU SHARIMIK KA SUCHI M/S. BAJRANG TRANSPORT COMPANY, KATRAS GARH, RANI BAZAR, DHANBAD</p>				
1	Prakash Prasad	Ganesh Pd. Mahato	Kalyanpur, Barawadda, Dhanbad	Sardar
2	Ram Singh	Sukar Singh	Mohanpur, Topchachi Dhanbad	Loader
3	Gulab Singh	Kailash Singh	Barkangango, Barkattha, Dhanbad	Loader
4	Dhananjoy Kr. Pandey	Balmukund Pandey	Berikala, Barkattha, Hazaribagh	Loader
5	Sanju Kumar Bareth	Pancharam Bareth	Azadnagar, Chirmiro, Janjgirchampa	Loader
6	Ashok Kumar Mahato	Kamal Mahato	Piprahiya, Isuj, Chhapra	Loader
7	Rajesh Singh	Kumb Karan Sing	Pipratand, Nagnagar, Barawadda, Dhn.	Loader
8	Bajrang Rana	Dwarik Rana	Shandi, Jamua, Giridih	Loader
9	Bhola Nath Singh	Meghlal Singh	Mekura, Chandankiyari, Bokaro	Loader
10	Chhatu Rajwar	Charan Rajawar	Marar, Ramgarh	Loader
11	Chandra Sekher Singh	Sagar Singh	Dimadaha, Pakdaha, Dumka	Loader

12	Shankar Singh	Meghlal Singh	Damodarpur, Hariharpur, Gomho, Dhn.	Loader
13	Ashok Kumar Pandey	Jogeshwar Pandey	Chandramarani, Sariya, Giridih	Loader
14	Praveen Kumar Jha	Ram Brichh Jha	Jagarnath Basant, Lalganj, Bairhahi	Loader
15	Laxmikant Pandey	Dular Ch. Pandey	Berikala, Barkattha, Hazaribagh	Loader
16	Mahendra Kr. Pandey	Kedar Pandey	Bekowar, Kodarma	Loader
17	Sanjoy Yadav	Anup Yadav	Merha, Chirkunda, Dhanbad	Loader
18	Ishwarlal Singh	Sufal Yadav	Mekura, Chandankiyari, Bokaro	Loader
19	Shraban Kumar Karsh	Ganeshram Karsh	Nagridih, Janjgirchampa	Loader
20	Rattan Singh	Chhutu Singh	Bhaiyadi, Jamua, Giridih	Loader
21	Arvind Kumar	Rupan Dhobi	Pathra, Chouparan, Hazaribagh	Loader
22	Santosh Kumat Singh	Ruplal Singh	Damodarpur, Hariharpur, Gomho, Dhan	Loader
23	Baldeo Singh	Thakur Singh	Mekura, Rangamati, Bokaro	Loader
24	Gorelal Bareth	Nankiram Bareth	Sonadula, Janjgirchampa	Loader
25	Suresh Prasad	Ram Brichh Tamoli	Suryakund Bishnupad, Gaya	Loader
26	Chhatradhari Singh	Budu Singh	Pradhandih, Dumri, Giridih	Loader
27	Suresh Singh	Chhathi Singh	Tarabora, Barawadda, Dhanbad	Loader
28	Om Prakash Rajak	Mahesh Rajak	Jamuwari, Ichak, Hazaribagh	Loader
29	Biendra Singh	Lal Mohan Singh	Kalipur, Jaridih, Bokaro	Loader
30	Bhururam Bareth	Nankiram	Sonadola, Markhor, Janjgirchampa	Loader
31	Upendra Singh	Kartik Singh	Pradhindh, Dumri, Giridih	Loader
32	Patilal Singh	Mahadeo Singh	Dmodarpur, Gomho, Dhanbad	Loader
33	Arjun Rajak	Rama Rajak	Mandeklam, Sadar, Hazaribagh	Loader
34	Hare Krishna Singh	Taralal Singh	Mekura, Chandankiyari, Bokaro	Loader
35	Bijoy Pd. Singh	Kartik Singh	Pradhandih, Dumri, Giridih	Loader
36	Kishore Saw	Tapeswar Saw	Kalgatisardar, Hazaribagh	Loader
37	Raj Kr. Chandra	Pilalal Chandra	Lakhali, Champa, Janjgirchampa	Loader
38	Mirtunjay Kumar	Lala Pd. Tamoli	Suyakund Bishnupad, Gaya	Loader
39	Sunil Prasad	Balmukund Prasad	Pathar Bangle, Jorapkhori, Dhanbad	Loader
40	Kishore Pd. Gupta	Kali Pd. Gupta	Shibwala Road, Daltanganj, Palamu	Loader
41	Rajendra Pd. Sinha	Ramanand Lala	Mokamo, Sariya, Giridih	Loader
42	Raju Kr. Singh	Shyam Narayan Singh	Marafari, Bokaro	Loader
43	Tulshi Ram Bareth	Gopal Ram Bareth	Lakhuri, Saragaun, Janjgirchampa	Loader
44	Santosh Pd. Singh	Onkar Singh	Babudih, Dhanbad	Loader
45	Debnarayan Singh	Dipnarayan Singh	Fulwar, Sonahatu, Ranchi	Loader
46	Mohan Kr. Pandey	Balmukund Pandey	Berokola, Barkatha, Hazaribagh	Loader
47	Nageshwar Kr. Rajak	Bhuneswar Rajak	Bagodih, Sariya Giridih	Loader
48	Bhuneswar Saw	Janki Saw	Khandra, Rajdhawnar, Giridih	Loader
49	Rishiram Sirwas	Puni Ram Sirwas	Umreli, Urang, Korwa	Loader

M/S. KHANDALWAL TRANSPORT, PUTKI BAZAR, KUSUNDA DHANBAD				
1	Kanhai Pandey	Sachidanand Pandey	Chaita, Gomho, Dhanbad	Munshi
2	Anil Mandal	Sahadeo Mandal	Chaita, Gomho, Dhanbad	Sardar
3	Birndra Pd. Mahato	Nandu Mahato	Khonathi, Borora, Dhanbad	Loader
4	Brajesh Kr. Rajak	Shibnarayan Rajak	Pathara, Chouparan, Hazaribagh	Loader
5	Dilip Kuma	Munna Tamoli	Haidarnagar Bazaar, Plamu	Loader
6	Dilip Kumar Sinha	Sukhdeo Lala	Mokamo, Sariya, Giridih	Loader
7	Anil Kumar	Balmukund Tamoli	Suyakund, Bishnupad, Gaya	Loader
8	Amit Kumar	Balmukund Tamoli	Pathar Bangle, Jorapokhar, Dhanbad	Loader
9	Tijaw Ram Bareth	Bharat Ram Bareth	Kumharikhurdh, Janjgirchampa	Loader
10	Aditya Kr. Pandey	Umashankar Pandey	Barkatha, Hazaribagh	Loader
11	Suresh Pandit	Fuchan Pandit	Ojhadih, Bengabad, Giridih	Loader
12	Kritiwas Das	Jhasi Das	Mekura, Chandan Kiyari, Bokaro	Loader
13	Babulal Adibasi	Sagan Adibasi	Guhiyatand, Karharbari, Giridih	Loader
14	Shankar Kumhar	Atwari Kumhar	Koradih, Topchachi, Dhanbad	Loader
15	Chandan Kumar	Debdas Ram	Ram Pur Chouparan, Hazaribagh	Loader
16	Shib Kr. Chandra	Tejram Chandra	Shikari Nagar, Janjgirchampa	Loader
17	Guddu Kumar	Bajnath Tamoli	Malla Tola, Nardanggal, Gaya	Loader
18	Ajay Kr. Singh	Sibnath Singh	J.C.Mallik Rd. Near Nepal Colony, Dhan.	Loader
19	Jaylal Singh	Degan Singh	Ojhadih, Bengabad, Giridih	Loader
20	Anil Kumar	Kesho Lala	Sirdala, Nawada	Loader
21	Ranbir Kr. Sinha	Anant Pd. Sinha	Kadma, Chandankiyari, Bokaro	Loader
23	Shiblal Mahato	Jharilal Mahato	Amdiha, Chandankiyari, Bokaro	Loader
24	Dharmendra Kr.	Satyanarayan Saw	Salanpur, Katrashgarh, Dhanbad	Loader
25	Hemraj Bareth	Uday Chandra Bareth	Kausa, Damra, Janjgirchampa	Loader
26	Raj Tamoli	Ghura Tamoli	Haidar Nagar Bazaar, Plamu	Loader
27	Pintu Kumar	Suresh Tamoli	Sahadeokhap, Dovi, Gaya	Loader
28	Mukesh Rana	Pokhan Rana	Jamuyari, Ichak, Hazaribagh	Loader
29	Kamaldeo Singh	Atwari Singh	Ojhadih, Bengabad, Giridih	Loader
30	Barun Kumar Yadav	Gobardhan Yadav	Fulwar, Sonahatu, Ranch	Loader
31	Ashok Tabedar	Amulya Tabedar	Merda, Chirkunda, Dhanbad	Loader
32	Kartik Rajak	Lakhan Rajak	Chirda, Chandankiyari, Bokaro	Loader
33	Amritlal Karsh	Ramlal Karsh	Ngjhar, Lalkhoronda, Janjgirchampa	Loader
34	Gulab Pd. Sinha	Ramanand Lala	Mokamo, Sariya, Giridih	Loader
M/S. BHARADYAJ TRANSPORT COMPANY, KATRAS ROAD, DHANBAD				
1	Hari Ram Raj	Sundar Raj	Chitra, Ghomho, Dhanbad	Sardar
2	Surendra Singh	Bhola Singh	Kalpeshwari, Kulti, Burdwan	Loader
3	Indrajeet Mandal	Gokul Mandal	Koradih, Topchachi, Dhanbad	Loader
4	Hemant Kumar	Mitrajit Ram	Ram Pur Chouparan, Hazaribagh	Loader
5	Kanhaiyalal Bareth	Samarulal Bareth	Kausa, Champa, Janjgirchampa	Loader
6	Karn Ch. Rajak	Adhir Ch. Rajak	Chirda, Chandankiyari, Bokaro	Loader

7	Arjun Marandi	Tepo Marandi	Kheshkari, Sariya, Giridih	Loader
8	Shibnandan Pd. Saha	Misho Saha	Tetarhat, Hali, Lakhisarai	Loader
9	Sunil Kr. Deshawali	Jagdish Deshwali	Koradih, Topchachi, Dhanbad	Loader
10	Umesh Kr. Rana	Jadish Rana	Bera, Barkatha, Hazaribagh	Loader
11	Bhim Kr. Chandra	Pila Lal Chandra	Lakhali, Champa, Janjgirchampa	Loader
12	Bhawani Das	Khesho Das	Nigotila, Bengabad, Giridih	Loader
13	Sunil Kr. Rajak	Gour Ch. Rajak	Chirdi, Chandankiyari, Bokaro	Loader
14	Sufal Kumhar	Nakul Kumhar	Koradih, Topchachi, Dhanbad	Loader
15	Bikram Jyoti	Baj Nath Y Adav	Berakala, Barkatha, Hazaribagh	Loader
16	Prasant Singh	Prem NathSingh	Ramdhani Market, Asansole, Dhan	Loader
17	Ashok Kr. Gupta	Sitaram Saha	Suryakunda Bishunpad, Gay A	Loader
18	Sahadeo Pd. Barma	Amrit Mahato	Chandamari, Sariya, Giridih	Loader
19	Manojlal	Raghulal	Sirdala, Nawada	Loader
20	Debendra Kr. Deshwali	Debi Pd. Deshwali	Koradih, Topchachi, Dhanbad	Loader
21	Rasu Raj Rajak	Kisto Rajak	Chirda, Chandankiyari, Bokaro	Loader
22	Kalaram Sahu	Tejram Sahu	Adarsh Nagar, Korwa	Loader
23	Shambhu Kumar	Dulal Ch. Pandey	Berokala, Barkatha, Hazaribagh	Loader
24	Basudeo Singh	Dami Singh	Chhachhando, Nimiyagath, Giridih	Loader
25	Ramwatar Bareth	Dhurulal Bareth	Jetha, Shakti Janjgirchampa	Loader
26	Manish Kr. Tiwari	Satyanarayan Tiwari	Ranchi Colony, Melthdem, Dhanbad	Loader
27	Parash Kumar	Gopal Tamoli	Upper Bazaar, Ranchi	Loader
28	Shankar Singh	Manager Singh	Ghagra, Mohanpur, Deoghar	Loader
29	Raju Yadav	Baso Mahato	Berokala, Barakatha, Hazaribagh	Loader
30	Mahesh Prasad Barma	Babulal Mahato	Harkhundi, Bengabad, Giridih	Loader
31	Kalicharan Mahato	Gopal Mahato	Khonathi, Barora, Dhanbad	Loader
32	Tapan Singh	Sayamlal Singh	Mekura, Chandankiyari, Bokaro	Loader
33	Krisna Pd. Barma	Ramsawrup Barma	Chhanmon, Koshi, Nawada	Loader
34	Mohan Sahi	Bodhi Sahi	Rakhatand, Bengabad, Giridih	Loader
35	Tiger Bareth	Ram Chandra Bareth	Kausa, Damra, Janjgirchampa	Loader
36	Gridhari Mahato	Chandramohan Mahato	Tundi, Dhanbad	Loader
37	Pintu Singh	Khiru Singh	Chandkharo, Saria, Giridih	Loader
38	Madhusudhan Mahato	Rinju Mahato	Saraidhela, Dhanba	Loader
39	Saroj Kr. Thanedar	Bholanath Thanedar	Kumthol, Nirsra, Dhanbad	Loader
40	Sulesh Singh	Kunwar Singh	Bhaspur, Ahilyapur, Giridih	Lodder
<p style="text-align: center;">BHARAT COKING COAL LIMITED BARAKAR NADI CHITARPUR GHAT GIRDIH, BALU SHARIM KI SUCHI, M/S D.P. SHARMA, KATRAS ROAD, DHAN.</p>				
1	Narayan Saw	Fulchand Saw	Hutunggi, Topchachi, Dhanbad	Sardar
2	Upendra Pd. Akela	Puran Mahato	Ghirosinga, Hirodih, Giridih	Loader
3	Sanjay Kr. Saw	Dinu Saw	Tandmohanpur, Shaidajridih, Bokaro	Loader

4	Gangadhar Rajak	Gyani Rajak	Barkangango, Jamua, Giridih	Loader
5	Balgobind Sharma	Babulal Hazam	Ramhardih, Jamua Giridih	Loader
6	Thakur Pd. Rout	Adri Rout	Pindrabad, Balgo, Jamua, Giridih	Loader
7	Pankajdhir Singh	Baleshwar Pd. Singh	Chhachhando, Nimayaghat, Giridih	Loader
8	Punit Rajak	Kheman Dhobi	Manaiya, Barkatha, Hazaribagh	Loader
9	Sukar Gope	Durga Gope	Mahuatand, Bengabad, Giridih	Loader
10	Nunulal Singh	Chintaman Singh	Ojhadih, Bengabad, Giridih	Loader
11	Brahmdeo Rana	Khuru Rana	Dadpur, Chouparan, Hazaribagh	Loader
12	Mitnarayan Singh	Mitan Barma	Artoka, Bengabad, Giridih	Loader
13	Rajendra Rabidas	Budhan Ravidas	Kasiyadih, Sariya, Giridih	Loader
14	Sikandar Rajak	Haro Rajak	Akurhawa, Chouparan, Hazaribagh	Loader
15	Dasrath Singh	Jaynarayan Singh	Ojhadih, Bengabad, Giridih	Loader
16	Tale Shwar Das	Jogeshwar Das	Saharjam, Itkhor, Hazaribagh	Loader
17	Jogeshwar Pd. Yadav	Lal Bihari Mahato	Babdgaro, Bengabad, Giridih	Loader
18	Shemal Mandal	Nimai Mandal	Korabag, Nirsa, Dhanbad	Loader
19	Indradeo Kr. Das	Laxman Das	Koyridih, Sariya, Giridih	Loader
20	Manoj Mandal	Sahadeo Mandal	Sabarnpur, Pirtand, Giridih	Loader
21	Rajendra Rabidas	Ramlal Rabidas	Chano, Bishnugarh, Hazaribagh	Loader
22	Md . Qyum Ansari	Ismail Ansari	Naiyadih, Bengabad, Giridih	Loader
23	Pabitra Mandal	Gambhir Mandal	Palberia, Panchayet, Dhanbad	Loader
24	Chamru Mandal	Teklal Mandal	Kandedih, Topchachi, Dhanbad	Loader
25	Suresh Mahato	Nanhaku, Mahato	Sundartand, Handadih, Giridih	Loader
26	Kartik Ram BARETH	Kriparam Bareth	Kausa, Damra, Janjgirchampa	Loader
27	Subrato Mandal	Nischand Mandal	Haridih, Nituriya, Purulia	Loader
28	Amit Kumar Tiwari	Nagendra Nath Tiwari	Ranchi Colloney Maithen, Dhan.	Loader
29	Churaman Singh	Narayan Singh	Pratappur, Pirtand, Giridih	Loader
30	Ujjal Mandal	Abashya Mandal	Ladhna, Jamtara	Loader
31	Sibu Manjhi	Mehilal Manjhi	Barkatha, Hazaribagh	Loader
32	Babu Chandra Bareth	Gangaram Bareth	Kausa, Damra, Janjgirchampa	Loader
33	Sushen Mandal	Bhaktipada Mandal	Simuldan, Nirsha, Dhanbad	Loader
34	Pradip Kumar	Munna Tamoli	Haidar Nagar, Plamu	Loader
35	Sudip Kumar Saha	Rattan Saha	Dubrajpur, Birbhum, West Bengal	Loader
36	Dasrath mahato	Dharma Mahato	Singdaha, sariya, Giridih	Loader
37	Bhikho Hembram	Babulal Hembram	Belgam, bagodar, giridih	Loader
38	Bankesh Mandal	Bhaktipada mandal	Simuldan, Nirsha, Dhanbad	Loader
39	Shashi bhushan Bareth	Paluram Bareth	Supa, Pusor, Ramgarh	Loader
M/S KENDALWAL TRANSPORT COMPANY, PUTKI BAZAR, DHANBAD				
1	Tiket Pd. Mahato	Chandra Mohan Mahato	Metbari, Tundi, Dhanbad	Sardar
2	Sukmoy Tabedar	Sahadeo Tabedar	Mera, Chirkunda, Dhanbad	Loader

3	Pradip Mistry	Lakhan Lal Mistry	Nawagarh, Rajdhanawar, Giridih	Loader
4	Uttam Kr. Mandal	Haripad Mandal	Jamuatard, Katrash, Dhanbad	Loader
5	Santosh Kumar	Babulal	Rakhudih, Bengabad, Giridih	Loader
6	Raj Kumar Ram	Bishundhari Rajak	Rampur, Chouparan, Hazaribagh	Loader
7	Puraniklal Bareth	Dhaniram Bareth	Charoda, Malkhoranda, Janjgirchampa	Loader
8	Shubindra Mandal	Madanlal Mandal	Chalbalpur, Sitarampur, Kulti, Burdawan	Loader
9	Binod Kumar Gupta	Laxman Saw	Gandhi Road Jharia, Dhanbad	Loader
10	Anil Mistry	Jagdish Mistry	Patna, Gauan, Giridih	Loader
11	Tapan Kumar Mandal	Kailash Mandal	Simuldan, Nirsha, Dhanbad	Loader
12	Mohan Chandra	Ramadhar Chandra	Khoundhar, Domara Janjgirchampa	Loader
13	Foudar Singh	Somar Singh	Pahariyadih, Birni, Giridih	Loader
14	Ganesh Mandal	Madan Mandal	Chalbalpur, Kulti, Burdwan	Loader
15	Chandan Kr. Singh	Babu Mani Singh	Sikendarpur, Baushi, Banka	Loader
16	Sailen Bagti	Bholanath Bagti	Kunthol, Nirsa, Dhanbad	Loader
17	Kumar Singh	Somar Singh	Bahadurpur, Dumri, Giridih	Loader
18	Monu Kumar	Suresh Pd. Tamoli	Suryakund, Bishunpad, Gaya	Loader
19	Mantu Mandal	Prafulla Mandal	Barda, Chandankiyari, Bokaro	Loader
20	Shiv Kumar Bareth	Bhuru Ram Bareth	Sonadula, Malkhoranda, Janjgirchampa	Loader
21	Suresh Singh	Nepali Singh	Bathanbari, Bengabad, Giridih	Loader
22	Sawpan Mandal	Prahlad Mandal	Jamuatard, Katrashgarh, Dhanbad	Loader
23	Kishun Singh	Budhan Singh	Bathanbari, Bengabad, Giridih	Loader
24	Rabi Mandal	Prahallad Mandal	Jamuatard, Katrashgarh, Dhanbad	Loader
25	Rajendra Pd. Singh	Jiwal Narayan Singh	Fatehpur, Baushi, Banka	Loader
26	Dilip Kumar Singh	Chalisa Singh	Chirudih, Birni, Giridih	Loader
27	Sharat Tabedar	Amulya Tabedar	Mera, Chirkunda, Dhanbad	Loader
28	Amrit Saw	Paro Saw	Bekokulgo, Bagodar, Giridih	Loader
29	Yogeshwar Singh	Pran Singh	Damodarpur, Gomho, Dhanbad	Loader
30	Sunil Hansada	Surajlal Hansada	Bathanbari, Bengabad, Giridih	Loader
31	Nilkanth Singh	Chhotan Singh	Damodarpur, Gomho, Dhanbad	Lodder
32	Manoj Singh	Jogeshwar Singh	Bathanbari, Bagodar, Giridih	Lodder
33	Sri Kant Singh	Tribeni Singh	Chirudih, Birni, Giridih	Loader
34	Dayanand Singh	Loknarayan Singh	Chirudih, Birni, Giridih	Loader
35	Shashilal Mahato	Dularam Mahato	Birajpur, Barwadda, Dhanbad	Loader
36	Sapan Kr. Loya	Bhim Loya	Dhaiya, I.S.M Dhanbad	Loader
37	Budhan Mahato	Thanu Mahato	Majhiladih Barawadda, Dhanbad	Loader
38	Dinesh Prasad Barma	Bandhu Mahato	Chirudih, Birni, Giridih	Loader
39	Rohan Mahato	Shivcharan Mahato	Madhugora, Barawadda, Dhanbad	Loader
40	Lalu Mahato	Jiwan Mahato	Majhiladih Barawadda, Dhanbad	Loader
41	Naresh Mahato	Chandramoha Mahato	Madhugora, Barawadda, Dhanbad	Loader

42	Uday Singh	Bajnath Singh	Ghagra, Gaun, Giridih	Loader
43	Sanjay Kumar Singh	Mohan Singh	Dhaiya, Thakurkuli, Dhanbad	Loader
44	Gobardhan Singh	Brahma Singh	Chirudih, Birni, Giridih	Loader
45	Laldhari Singh	Atwari Singh	Kashiyatand, Barwadda, Dhanbad	Loader
46	Kishore Ray	Khiru Ray	Maheshpur, Giridih	Loader
47	Krishnagopal Saw	Jagarnath Saw	Madeydh, Topchachi, Dhanbad	Loader
48	Naresh Singh	Balgovind Singh	Chirudih, Birni, Giridih	Loader
49	Lalu Ram Mahato	Alku Mahato	Rathtard, Topchachi, Dhanbad	Loader
50	Manoj Singh	Kishun Singh	Chirudih, Birni, Giridih	Loader
51	Ram Chandra Nayak	Matan Saw	Dadpur, Chouparan, Hazaribagh	Loader
52	Naresh Yadav	Jhari Yadav	Dulampur, Chakai, Jamui	Loader
53	Dasarath Mahato	Bandhu Mahato	Jorasakh, Jamua, Giridih	Loader
54	Shivnandan Pd. Saw	Bangali Saw	Madhyagopali, Chouparan, Hazaribagh	Loader
55	Ashok Saw	Prabhu Saw	Suratpur, Pipra, Itkhori, Chatra	Loader
56	Sanjay Kumar Singh	Kamdeo Singh	Basantpur, Chakai, Jamui	Loader
57	Hemraj Ray	Sanichar Ray	Majhiladih, Giridih	Loader
58	Lakhan Dhang	Balo Mahato	Dadpur, Chouparan, Hazaribagh	Loader
59	Bambgorang Singh	Bhimsen Singh	Karhi, Chakai, Jamui	Loader
60	Raj Mohan Singh	Hari Singh	Majhiladih, Giridih	Loader
61	Narendra Mahato	Manic Mahato	Chandarbaro, Sariya, Giridih	Loader
62	Manoj Kumar	Sukhdeo Saw	Singh pur, Chouparan, Hazaribagh	Loader
63	Chandrika Singh	Avoy Singh	Maheshwari, Soni, Jamui	Loader
64	Kanhai Saw	Bangali Saw	Suratpur, Pipra, Itkhori, Chatra	Loader
65	Kaleshwar Paswan	Hiralal Paswan	Bandhkharo, Sariya, Giridih	Loader
66	Prakash Saw	Dodi Saw	Madhyagopali, Chouparan, Hazaribagh	Loader
M/S ANIL TRANSPORT, KATRAS ROAD DHANBAD				
1	Mahendra Saw	Hardayal Saw	Jitpur	Sardar
2	Kamlesh Prasad	Ramashis Prasad	Jitpur	Loader
3	Keshwar Singh	Suresh Singh	Karhi, Chakai, Jamui	Loader
4	Rajendra Pd. Barma	Raman Mahato	Birini, Giridih	Loader
5	Sanjay Mandal	Anand Mandal	Shasanberia, Nirsia, Dhanbad	Loader
6	Jitnath Gupta	Likan Saw	Parsoni, Itkhori, Chatra	Loader
7	Kishun Saw	Bharan Saw	Dadpur, Chouparan, Hazaribagh	Loader
8	Sunil Kumar Saw	Baldeo Saw	Barajori, Parson, Giridih	Loader
9	Habu Ghosh	Bajnath Ghosh	Agarkund, Chirkunda, Dhanbad	Sardar
10	Gopal Saw	Bhuneshwar Saw	Birikala, Barkattha, Hazaribagh	Loader
11	Rajesh Kumar Singh	Ram Kumar Singh	Karhi Chakai, Jamui	Loader
12	Arun Vishwakarma	Badrinath Vishwakarma	Jhaj, Rajdhanawar, Giridih	Loader

13	Sudama Saw	Basudeo Saw	Birkala, Barakatha, Hazaribagh	Loader
14	Bajrangi Saw	Lukan Saw	Parsoni, Itkhor, Chatra	Loader
15	Pintu Kumar Singh	Bateshwar Singh	Jamua, Chakai, Jamui	Loader
16	Debanand Barma	Sanichar Mahato	Nawagarhchatti, Rajdhanwar	Giridih
17	Nageshwar Yadav	Gopal Yadav	Karma, Chouparan, Hazaribagh	Loader
18	Lalit Narayan Singh	Bhimsen Singh	Karhi Chakai, Jamui	Loader
19	Fulchand Saw	Chaman Saw	Sriramdih, Rajdhanawar, Giridih	Loader
20	Pankaj Saw	Ghanashyam Saw	Dadpur, Chouparan, Hazaribagh	Loader
21	Binod Yadav	Shova Mahato	Gadi Nawagarh, Rajdhanawar, Giridih	Loader
22	Manteshwar Singh	Sadanand Singh	Karhi, Chakai, Jamui	Loader
23	Suresh Vishwakarma	Rewet Vishwakarma	Rajdhanawar, Giridih	Loader
24	Yamuna Saw	Hiraman Saw	Rasoya Dhamana, Barhi Giridih	Loader
25	Arvind Kumar Singh	Krishnadeo Singh	Jamua, Chakai, Jamui	Loader
26	Anuj Mandal	Laxmikant Mandal	Tupkadih, Balidih, Bokaro	Loader
27	Nemdhari Yadav	Beni Yadav	Newarikarma, Chouparan, Hazaribagh	Loader
28	Ankeshwar Mandal	Kashinath Mandal	Kandedih, Topchachi, Dhanbad	Loader
29	Dhirendra Singh	Basudeo Singh	Chirudih, Birni, Giridih	Loader
30	Basant Saw	Ghanashyam Saw	Dadpur, Chouparan, Hazaribagh	Lodder
31	Manoj Kumar Singh	Doman Singh	Palmo, Gurngi, Giridih	Lodder
32	Anil Mandal	Ashutos Mandal	Jamuatand, Katrash, Dhanbad	Loder
33	Karambir Saw	Dasarath Saw	Igunia, Chouparan, Hazaribagh	Loader
34	Dinesh Kumar Mandal	Basudeo Mandal	Mahtodih, Baniyadih, Giridih	Loader
35	Gulabi Singh	Mani Singh	Barkangango, Barkatha, Hazaribagh	Loader
36	Mahendar Ram	Madan Ram	Dumari, Chouparan, Hazaribagh	Loader
37	Arvind Kumar Singh	Rajendra Pd. Singh	Ojhadih, Bengabad, Giridih	Loader
38	Rajdeo Lal	Bindeshwari Lal	Mokamo, Sariya, Giridih	Loader
39	Dalak Niranjan Gupta	Laxmi Narayan Gupta	Bishunpur	Loader
40	Binod Yadav	Narayan Yadav	Sariya Rajdhanawar, Giridih	Loader
M/S SHIVAM TRNSNSPORT COMPANY KATRAS ROAD, DHANBAD				
41	Anand Saw	Rohan Saw	Purani Bazaar, Gomho, Dhanbad	Sardar
42	Ranjit Singh	Keshwar Singh	Nawagarh, Rajdhanawar, Giridih	Loader
43	Jaleshwar Ravidas	Sukhan Ravidas	Kashiyadih, Bagoder, , Giridih	Loader
44	Prabhu Singh	Suklal Singh	Bariyarpur, Pirtand, Giridih	Loader
45	Ghanshyam Pd. Barma	Ram Chandra Barma	Bandkharo, Sariya Giridih	Loader
46	Tapswar Kr. Singh	Deb Narayan Singh	Ojhadih, Bengabad, Giridih	Loader
47	Ramdeo Ray	Govind Ray	Bandkharo, Sariya Giridih	Loader
48	Kapildeo Singh	Mit Narayan Singh	Chhachhando, Nimiaghat, Giridih	Loader

49	Jitendra Kr. Sinha	Kameshwari Pd.	Chino, Dumri, Giridih	Loader
50	Binod Singh	Raj Kumar Singh	Dharway, Gawan, Giridih	Loader
51	Akabar Ansari	Md. Rasul Ansari	Bandkharo, Sariya Giridih	Loader
52	Manoj Kr. Upadhyay	Janardhan Upadhyay	Upar Bhaloja, Pirpeti, Bhagalpur	Loader
53	Sona Singh	Bundi Singh	Dharway, Gauan, Giridih	Loader
54	Jitendra Singh	Rasman Singh	Dharway, Gauan, Giridih	Loader
55	Rajesh Mandal	Santosh Mandal	Panchmohali, Kashipur, Purulia	Loader
56	Shiv Shankar Tiwari	Krishna Pd. Tiwari	Rajapur, Nirsha, Dhanbad	Loader
57	Bharat Ram Bareth	Jankiram Bareth	Sonadula Malkharunda, Janjgirchampa	Loader
58	Surendra Kr. Mahato	Sudama Mahato	Bandkharo, Sariya Giridih	Loader
59	Bhagirath Mandal	Prahallad Mandal	Simuldan, Nirsa, Dhanbad	Loader
60	Ashis Kr. Singh	Ambika Singh	Sikandarpur, Bousi, Banka	Loader
61	Sunil Singh	Sahadeo Singh	Bardar, Rajganj, Dhanbad	Loader
62	Amit Kumar	Balmukund Prasad	Patharbangla, Joraphokar, Dhanbad	Loader
63	Ranjit Mandal	Mohan Mandal	Matrukha, Baniyahir, Giridih	Loader
64	Deo Kumar Chandra	Kushwa Ram Chandra	Khondhar, Damra, Janjgirchampa	Loader
65	Gopi Nath Tabedar	Diwakar Tabedar	Medha Chirkunda, Dhanbad	Loader
66	Bajrangi Ray	Amrit Ray	Banguan, Bengabad, Giridih	Loader
67	Ashok Gour	Dhanaw Ram Gour	Ram Nagar, Korwa, Janjgirchampa	Loader
M/S SHIVAM TRANSPORT COMPANY KATRAS ROAD, DHANBAD				
1	Ajit Mandal	Kirtan Mandal	Dhaiya I.S.M Dhanbad	Loader
2	Arvind Kumar	Balmukund Prasad	Pathar Bangala, Jorapokhar, Dhanbad	Loader
3	Pappu Yadav	Narayan Yadav	Sinari, Rajdhanwar, Giridih	Loader
4	Kishori Yadav	Mahadeo Yadav	Pandey Dih Markacho, Bokaro	Loader
5	Sahadeo Sahi	Nim Nath Sahi	Kachansah, Bounsai, Banka	Loader
6	Babalu Kumar	Kedar Singh	Jamuniyatand, Simultala, Jammui	Loader
7	Yudhisthir Singh	Tori Singh	Chandara, Chandankiyari, Bnokaro	Loader
8	Ranjan Singh	Arjun Singh	Chandara, Chandankiyari, Bnokaro	Loader
9	Teklal Prasad Yadav	Nomila Mahato	Badiya Bad, Bengabad, Bokaro	Loader
10	Manoj Rewani	Chandara Rewani	Baracharpa, Marmo Munda, Deoghar	Loader
11	Baneshwar Mahato	Sanu Mahato	Ramakunda, Topchachi, Dhanbad	Loader
12	Jai Prakash Singh	Deo Narayan Singh	Ojhadih, Bengabad, Giridih	Loader
13	Chandarsekher Singh		Padampur Pandey, Pahat, Godda	Loader
14	Bundlal Singh	Dawarika Prasad Singh	Ojhadih, Bengabad, Giridih	Loader
15	Sankar Dayal Mistry	Tulshi Das Mistry	Pochari, Borora, Dhanbad	Loader
16	Santosh Kumar Sign	Bahadur Singh	Boro, Pachamba, Giridih	Loader
17	Fakir Kapri	Moti Kapari	Dumathar, Chanam, Banka	Loader

18	Rameshwar Yadav	Nanhku Yadav	Nayatand, Gyandey, Giridih	Loader
19	Fuleshwar Singh	Sita Singh	Yamunitand, Simultali, Jammui	Loader
20	Jai Prakash	Laltu Modi	Chhoti Kharakdiha, Bengabad, Giridih	Loader
21	Pankaj Barma	Rup Narayan Barma	Luli Tori Mohanpur, Devghar	Loader
22	Deokinandan Yadav	Dulal Mahato	Artoka, Bengabad, Giridih	Loader
23	Chandra Kishore Yadav	Banawari Yadav	Fatepur, Simultala, Jamui	Loader
24	Kameshwar Pd. Yadav	Gokhul Yadav	Suija, Gandey, Giridih	Loader
BHARAT COKING COAL LIMITED YAMUNIYA NADI CHAITA GHAT BALU SHARIMIK KA SUCHI M/S BAJRANG TRANSPORT COMPANY, KATRAS GARH, RANI BAZAR, DHANBAD				
1	Chinta Mani Mahato		Laxmipur	Sardar
2	Chandramohan Gope	Prahlad Chandra Gope	Mekura, Chandankiyari, Bokaro	Loader
3	Santosh Kumar Bareth	Mahesh Ram Bareth	Laxmanpur, Baradawar, Janjgirchampa	Loader
4	Binod Bihari Rajak	Adhor Chandra Rajak	Chirda, Chandankiyari, Bokaro	Loader
5	Gauri Rajwar	Darku Rajwar	Koradih Topchachi, Dhanbad	Loader
6	Manoj Singh	Bundi Singh	Cherwa Ganwa, Giridi	Loader
7	Kanhiya Bareth	Bhagarathi Bareth	Kumharikurdh, Baradawar, Janjgirchampa	Loader
8	Manoj Kumar Srivastav	Sahadeo Pd. Srivastav	Uppar Bazar, Ranchi Kotayali, Ranchi	Loader
9	Vishnu Kumar	Hemanta Khapari	Babamundii, Nirsha, Dhanbad	Loader
10	Lekh Ram Chandra	Panch Ram Chandra	Khamardih, Jejpur, Janjgirchampa	Loader
11	Raju Rana	Baldeo Rana	Bagodih, Sariya, Giridih	Loader
12	Jagdish Saw	Laljeet Saw	Tetarhat, Halshi, Lakahisaraya	Loader
13	Bablu Rajak	Lalji Rajak	Khesmi Gomoh, Dhanbad	Loader
14	Ram Brichh Mistry	Sadho Rana	Nimadih, Ganawa Giridih	Loader
15	Chandra Sekhar Kanwar	J R Kanwar	Darang, Paradawar, Janjgirchampa	Loader
16	Vikash Kumar Tiwari	Nagendar Tiwari	Radhi Coloney, Mithan, Dhanbad	Loader
17	Rajendar Ram	Ram Prasad Ram	Ghurangdaghi, Jamuiya Giridih	Loader
M/S A.V.P. SINGH, BANIYAHIR, JHARIA, DHANBAD				
1	Yugal mahato	Matha mahato	Baradih, giridih	Sardar
2	Nepal Singh	Bishwanath Singh	Damodarpur, gomho, Dhanbad	Loader
3	Falguni rajak	Pursottam rajak	Chirda, chandankiyari, bokaro	Loader
4	Sheo Kumar Bareth	Phul Nath	Dorang baradawar, janjgirchampa	Loader
5	Pawan Kr. Verma	Sanichar mahato	Chirda, Chandankiyari, Bokaro	Loader
6	Tarani Rajak	Gopal Rajak	Chirda, Chandankiyari, Bokaro	Loader
7	Md Ayub Ansari	Md Rafiq Ansari	Gunghusha, Gomo, Dhanbad	Loader
8	Bideshi Turi	Nanhku Turi	Manjahalidih Dumri Giridih	Loader

9	Laxami Narayan Sandilya	Ram Sandilya	Baremurbar, Damra, Janjgirchampa	Loader
10	Kalachand Rajak	Adhir Chandra Rajak	Chirda, Chandankiyari, Bokaro	Loader
11	Ram Chandar Baurawal	Mahru Modi	Dumara, Baghmara, Dhanbad	Loader
12	Gopal Kumhar	Vishu Kumahar	Chandankiyari, Bokaro	Loader
13	Babulal Yadav	Soman Yadav	Saradih, Jammua, Giridih	Loader
14	Binod Kumar Karsh	Daduram Karsh	Malni, Jagepur, janjgirchampa	Loader
15	Lochan Mahato	Jhari Mahato	Khonadih, Borara, Dhanbad	Loader
16	Nand Gopal Singh	Rabi Singh	Mekura, Chandankiyari, Bokaro	Loader
17	Jayaul Rizbi	Md. Idrish Ansari	Mokamo, Sariya, Giridih	Loader
18	Ajoy Kumar	Sukrit Lal	Sonadula, Markharanda, Janjirchampa	Loader
19	Shankar Prasad	Sitaram Prasad	2 No. Dungri More, Jamadobha, Dhanbad	Loader
20	Pravin Kumar Verma	Kishun Mahato	Isadih, Sariya, Giridih	Loader
21	Rup Lal Saw	Budhu Saw	Gujardih Nawadih, Bokaro	Loader
22	Sri Kant Ray	Jharilal Ray	Banmudi, Chirkunda, Dhnbad	Loader
23	Ghasiram Bareth	Shri Prakash Bareth	Amruwa, Saragawh, Jahangirchampa	Loader
24	Papap Kumar Barma	Sahadeo Prasad Barma	Chandramarani, Sariya Giridih	Loader
25	Bhimlal Mahato	Meghlal Mahato	Khonathi, Barora, Dhanbad	Loader
26	Fulchand Mahato	Basu Mahato	Chandankiyari, Bokaro	Loader
M/S. ANIL TRANSPORT COMPONY KATRAS ROAD, DHANBAD				
1	Madan Majhi	Chunu Manhi	Laxmipur, Hariharapur	Loader
2	Ram Dhani Rabidas	Bhushan Das	Lodwadh, Topchachi, Dhanbad	Loader
3	Ranjit Kumar Rajak	Kharakdhari Rajak	Mahadeotand, Chouparan Hazaribagh	Loader
4	Padum Lal Karsh	Sita Ram Karash	Malkhouranda, Janjgirchampa	Loader
5	Santosh Kumar Singh	Chhatradhari Singh	Chirudih, Birni, Giridh	Loader
6	Tapan Ray	Manik Ray	Barmundi, Chirkunda, Dhabad	Loader
7	Basant Rajwar	Sisti Rajwar	Chandankiyari, Bokaro	Loader
8	Satish Modi	Teko Modi	Chandankiyari, Bokaro	Loader
9	Manoj Kumar Gupta	Subha Prasad Gupta	Lodna, Jharia, Dhanbad	Loader
10	Mahesh Singh	Bal Gobind Singh	Chirudih, Birni, Giridih	Loader
11	Manbodh Bareth	Nathuram Bareth	Sonadola, Malkhourandha, Janjgirchampa	Loader
12	Banshi Mahato	Madho Mahato	Topchachi, Dhanbad	Loader
13	Manoj Yadav	Khoshi Yadav	Khiroth, Tishri, Giridih	Sardar
14	Gyanchand Mahato	Prem Chand Mahato	Gujardih, Nawadih, Bokaro	Loader
15	Vijay Ray	Laxman Ray	Chaitha, Gomho, Dhanbad	Loader
16	Dasarath Pd. Verma	Punit Mahato	Passna, Rajdhanawar, Giridih	Loader
17	Zabed Khan	Bikauha Khan	Chirkunda Dhanbad	Loader
18	Vikash Chandra Mahato	Kartik Mahato	Rathtand, Topchachi Dhanbad	Loader

19	Raju Singh	Dina Singh	Nawadih, Bokaro	Loader
20	Mantu Mistry	Bhagirath Mistry	Kishutand, Tishri, Giridih	Loader
21	Avhimanu Kumar	Ram Bachan Singh	Aamkuda, Maithan, Dhanbad	Loader
22	Somnath Chandra	Joshik Ramchandra	Kansha, Dabhara, Jahajirchampa	Loader
23	Ashok Mistry	Jabadi Mistry	Patna, Gawa, Giridih	Loader
24	Ram Sewak Singh	Hemlal Singh	Manaiya, Barkattha, Hazaribagh	Loader
25	Gopal Bouri	Jadu Bouri	Kamaliya, Maithan, Dhanbad	Loader
26	Arjun Mahato	Puran Mahato	Sahariyatand, Nawadih, Bokaro	Loader
THIKADAR :- M/S KHUTENTA TRANSPORT				
1	Birendar Saw	Hardayal Saw	Purani Bazaar, Gomo, Dhanbad	Loader
2	Surendra Rana	Rameshwar Rana	Karihari, Hirodih, Giridih	Loader
3	Sahdeo Pd. Singh	Ghanshyam Singh	Hirapur, Tundi, Dhanbad	Loader
4	Raj Kumar Das	Chotan Das	Shyamdihi, Katrash, Dhanbad	Loader
5	Pankaj Kumar	Saryu Pd. Mahato	Baliya, Chandrapura, Bokaro	Loader
6	Rajesh Kumar Yadav	Chando Mahato	Jhalbad, Rajdhanawar, Giridih	Loader
7	Arun Pandey	Chandrika Pandey	Nawadih, Markaccho, Koderma	Loader
8	Madhu Sudhan Kr.Rana	Bashudeo Badhai	Nawadih, Berni, Giridih	Loader
9	Sudan Singh	Tulo Singh	Kamiyadihi Tundi, Dhanbad	Loader
10	Ramdhani Sah	Sukhdeo Sah	Dulam Pu, R Chakai, Jamui	Loader
11	Deepak Kr.Vishwakarma	Choote Lal Vishwakarma	Paysam, Birini, Giridih	Loader
12	Jawharlal Bareth	Sohanlal Bareth	Sukhada, Damara, Janjahirchampa	Loader
13	Pradeep Vishwakarma	Pramod Vishwakarma	Phulwari, Topchachi, Dhanbad	Loader
14	Sandip Kumar Gupta	Arjun Ram	Koiradihi, Sariya, Giridih	Loader
15	Nagendra Bauri	Habu Bauri	Nutandih, Chandankiyari, Bokaro	Loader
16	Makindra Chouhan	Sri Ram Chandan Chouhan	Khashjairamdihi, Baghmara, Dhanbad	Loader
17	Bhukhal Singh	Atwari Singh	Kashiyatand, Barawadda, Danbad	Loader
18	Mahindra Pandit	Somar Pandit	Ojhadih, Bengabad, Giridih	Loader
19	Murlidhar Karsh	Rambali Karsh	Thuthi, Jaijaipr, Jahangirchampa	Loader
20	Babulal Mistry	Sukar Mistry	Gawaha, Giridih	Loader
21	Basudev Singh	Mahindra Pd. Singh	Hariharpur, Tundi, Dhanbad	Loader
22	Manahor Lal Yadav	Hori Lal Yadav	Chirahadihi, Jaijaipur, Jahangirchampa	Loader
23	Labu Mahato	Bhartu Mahato	Khonathi, Baghmara, Dhanbad	Loader
24	Kishor Ram	Sahadeo Rewani	Gadhi, Srirampur, Giridih	Loader
25	Mahendra Nayak	Choba Nayak	Nawadih Giridih	Loader
26	Sumitra Ghosh	Subal Ghosh	Aayamkuda, Maithan, Dhanbad	Loader
27	Pantu Ray	Sahadeo Ray	Chandankiyari, Bokaro	Loader

M/S. BHARAT COKING COAL LIMITED BARAKAR NADI BANTU BENDAR GHAT BALU SHARIMAK KA SUCHI				
1	Sumu Soren	Lekho Soren	Palkara, Muraidih, Dhanbad	Sardar
2	Bhuneshwar Pandit	Bhairo Pandit	Ojhadih, Bengabad, Giridih	Loader
3	Kalu Chand Mandal	Munshi Ram Mandal	Meyjhaladih, Saraidhela, Dhanbad	Loader
4	Binod Kumar Mandal	Bholanath Mandal	Telo, Nawadih, Bokaro	Loader
5	Dhaneshwar Mandal	Girish Mandal	Paturukha, Beniyadih, Giridih	Loader
6	Bhim Ray	Vishan Ray	Dulam Pur, Chakai, Jamui	Loader
7	Pradish Kumar Mandal	Jagdish Mandal	Pardha, Baliyapur, Dhanbad	Loader
8	Balram Mandal	Sarju Mandal	Telo, Nawadih, Bokaro	Loader
9	Ajay Kumar Yadav	Sri mangar Yadav	Naiytand, Gandey, Giridih	Loader
10	Manoj Singh	Dasarath Singh	Fatheypur, Bounshi, Banka	Loader
11	Binod Kumar Singh	Prabhu Singh	Chirudih, Birni, Giridih	Loader
12	Madhusudhan Singh	Kumbkaran Singh	Pipratand, Barwadda, Dhanbad	Loader
13	Ganga Pd. Singh	Babulal Singh	Manjahiladih, Gadhi, Srirampur, Giridih	Loader
14	Karmbir Singh	Sudan Singh	Kandara, Sindri, Dhanbad	Loader
15	Jivlal Mahato	Somar Mahato	Puranidih, Sariya, Giridih	Loader
16	Suresh Rewani	Indra Rewani	Barwadih, Hariharpur, Gomo, Dhan.	Loader
17	Mahendra Singh	Bharat Singh	Baghnal, Sariya, Giridih	Loader
18	Madhu Goswami	Shambhu Gowswami	Barwadih, Hariharpur, Gomo, Dhan.	Loader
19	Ram Kishore Kumar	Narayan Mahato	Parachidiha, Jamuwa, Giridih	Loader
20	Rajesh Ravidas	Naresh Ravidas	Dholatand, Baghmara, Dhanbad	Loader
21	Rajesh Rabidas	Panchanand Ravidas	Thakurchack, Nimiyaaghat, Giridih	Loader
22	Pahalwan Singh	Bajinath Singh	Damodarpur, Hariharpur, Gomo, Dha	Loader
23	Madan Gope	Durga Gope	Mahuwatand, Bengabad, Giridih	Loader
24	Pradip Singh	Sri Ram Pd. Singh	Manjahiladih, Gadhi, Srirampur, Giridih	Loader
25	Satnarayan Lal Mahato	Lalu Ram Mahato	Kamata, Topchachi, Dhanbad	Loader
26	Pradip Kumar	Manic Mahato	Bandkharo, Sariya Giridih	Loader
27	Prakash Chand Mahato	Jitendra Pd. Mahato	Kamata, Topchachi, Dhanbad	Loader
28	Kamal Saw	Baldeo Saw	Barajori, Rajdhanwar Giridih	Loader
29	Hiralal Mahato	Nandu Mahato	Khonathi, Baghmara, Dhanbad	Loader
30	Rakesh Singh	Suresh Singh	Kardi, Chackhi, Jamui	Loader
31	Surender Vishwakarma	Rewet Vishwakarma	Jamreddy, Dhanwar, Giridih	Loader
32	RajKumar Singh	Bhuneshwar Singh	Jamuwa, Chackai, Giridih	Loader
33	Manoj Vishwakarma	Baidhnath Vishwakarma	Jhanja, Rajdhanawar, Giridih	Loader
34	Sudhamay Mandal	Hashu Mandal	Kalimati, Chirkunda, Dhanbad	Loader
35	Haripad Mandal	Bhola Mandal	Telo, Nawadih, Bokaro	Loader

36	Anup Kumar Singh	Mahesh Pd. Singh Choudhary	Chutiyaro, Barawadda, Dhanbad	Loader
37	Raj Kumar Hembram	Anand Hehbram	Balidih, Bokaro	Loader
38	Surendar Kumar Mandal	Prahalad Mandal	Kheshmi, Topchachi, Dhanbad	Loader
39	Kishnath Manjhi	Phool Chand Manjhi	Balidih, Bokaro	Loader
40	Ajit Mandal	Radhanath Mandal	Bda, Satudih, Puruliya	Loader
41	Mahendra Pd, Singh	Jaldhari Singh	Hirapur, Tundi, Dhanbad	Loader
42	Jay Nath Manjhi	Ful Manjhi	Balidih, Bokaro	Loader
43	Dilip Modak	Haripad Modak	Singh daha, Topchachi, Dhanbad	Loader
44	Meghan Dangi	Lekho Mahto	Dadpur, Chouparan, Hazaribagh	Loader
45	Mahendar Yadav	Dharm Yadav	Jhumari Koderma, Koderma	Loader
46	Bhagirath Mandal	Beni Mandal	Chaita, Gomo, Dhanbad	Loader
47	Binod Dangi	Bhuneshwar Dangi	Dadpur, Chouparan, Hazaribagh	Loader
48	Inder Singh	Sibu Singh	Pipara, Barawadda, Dhanbad	Loader
49	Sanjay Singh	Prabhu Singh	Chirudih, Birni, Giridih	Loader
50	Jagdeo Rana	Latho Rana	Lebari Karma, Chouparan H. bagh	Loader
51	Raj Kishore Gupta	Ram Das Saw	Merchi Khurd, Itkhori, Chatra	Loader
52	Surendra Singh	Rajwanshi Singh	Chirudih, Birni, Giridih	Loader
53	Badri Singh	Arjun Singh	Siyatand, Simualtala, Jamui	Loader
54	Nitai Mandal	Panchanand Mandal	Gunghusha, Gomho, Dhanbad	Loader
55	Bittu Kumar	Badari Saw	Singh rawa, Chouparan, Hazaribagh	Loader
56	Pintu Kumar	Surajdeo Singh	Siyatand, Simualtala, Jamui	Loader
57	Janardan Mahato	Somar Mahato	Salahidih, Birni, Giridih	Loader
58	Hiralal Rajwar	Kartik Rajwar	Chandan Kiyari, Bokaro	Loader
59	Kari Singh	Dilo Singh	Kalahawar, Dumari, Giridih	Loader
60	Sonaram Mahato	Somar Mahato	Chaita, Hariharpur, Gomho, Dhan.	Loader
61	Santu Ray	Sahadeo Ray	Chandan Kiyari, Bokaro	Loader
62	Nunu Lal Manjhi	Shyam Manjhi	Laxmipur Gomho Dhanbad	Loader
63	Prakshit Modi	Ghashiyaram Modi	Chandan Kiyari, Bokaro	Loader
64	Gobind Pandey	Prabhash Pandey	Chaita Gomho, Dhanbad	Loader
65	Ajay Vishwakarma	Churaman Vishwakarma	Borotand, Birini, Giridih	Loader
66	Mohan Mandal	Akalu Mandal	Chaita Gomho, Dhanbad	Loader
67	Kuldip Saw	Aghanu Saw	Gujardih, Nawadih, Bokaro	Loader
68	Nirmal Singh	Laxman Singh	Kalhabara, Dumari, Giridih	Loader
69	Indralal Mahato	Jodhi Ram Mahato	Kherabeda, Gomho, Dhanbad	Loader
70	Ashok Kumar Yadav	Ram Yadav	Chhakilohana, Brahampur, Bakshar	Loader
71	Sri Ram Manjhi	Raju Manjhi	Laxmipur, Gomo, Dhanbad	Loader
72	Parshuram Singh	Moti Singh	Ghergaw, Koderma	Loader
73	Vijay Kumar Sharma	Babulal Vishwakarma	Jharkhi, Saranda, Giridih	Loader
74	Manoj Kumar Yadav	Hareram Yadav	Chaki, Lohawa, Brahampur, Bakshar	Loader
75	Mansha Rajwar	Badari Rajawar	Maharagang, Tundi, Dhanbad	Loader

BARAKAR NADI KE LUKAIYA GHAT BALU KHADAN KE SRAMIK KI SUCHI				
1	Rajendar Pd. Baurawal	Mahadeo Pd. Baurawal	Jaridih, Giridih	Munshi
2	Prahalad Modi	Babulal Modi	Manodih, Giridih	Loader
3	Rajesh Ravidas	Tulshi Ravidas	Shyamenglaststationpada, Baurdawan	Loader
4	Raju Ravidas	Moji Ravidas	Telo, Bokaro	Loader
5	Suresh Kumar Das	Sewa Ravidas	Latweda, Giridih	Loader
6	Dharmendar Paswan	Kailash Paswan	Youkhadi, Munger	Loader
7	Sahadeo Das	Shukan Das	Muraidih, Barorara, Dhanbad	Loader
8	Mahadeo Das	Shukan Das	Muraidih, Barorara, Dhanbad	Loader
9	Shankar Pd. Ravidas	Hari Pd. Ravidas	Shyalanga, Kulti, Baurdwan	Loader
10	Mahesh Pd. Baurawal	Banwarilal Modi	Kamayadih, Koderma, Hazaribagh	Loader
11	Subash Pd. Baurawal	Ishwar Pd. Baurawal	Bhandaro, Giridih	Loader
12	Tribhuwan Pd. Baurawal	Ishwar Pd. Baurawal	Bhandaro, Giridih	Loader
13	Laldeo Paswan	Raghunath Paswan	New Coloney, Muraidih, Dhanba	Loader
14	Suresh Das	Hanuman Das	Junkudar, Chirkunda, Dhanbad	Loader
15	Dhanu Das	Masha Das	Phulwar, Katrash, Dhanbad	Loader
16	Kailashwar Modi		Dumara, Baghmara, Dhanbad	Loader
17	Ashok Pashwan	Prayag Paswan	Mandara, Nawagadh, Dhanbad	Loader
18	Ganesh Pd. Sharma	Kamalkant Sharma	Matigada, Nadkhurki, Dhanbad	Loader
19	Amar Kumar Singh	Tara Pd. Singh	Nitchpur, Katrashbazar, Dhanba	Loader
20	Nandlal Sharma	Kailash Sharma	Matigada, Nadkhurki, Dhanbad	Loader
21	Suresh Yadav	Shivajee Yadav	Matigada, Nadkhurki, Dhanbad	Loader
22	Ashok Kumar Shrivastav	Badho Lal	C/O A.K.Singh Matigadh, Dhanbad	Loader
23	Shri Kant Kumar Shina	Ram Chandra Lal	C/O A.K.Singh Matigadh, Dhanbad	Loader
24	Gobind Mahato	Ganesh Mahato	Patarakuli, Dugdha, Giridih	Loader
25	Jetho Mahato	Ramcharan Mahato	Beltand, Dugdha, Giridih	Loader
26	Janga Ram Mahato	Chaman Mahato	Patarakuli, Dugdha, Giridih	Loader
27	Sailash Kumar	Prabhudat Sharma	Karmatand, Dugdha, Giridih	Loader
28	Anil Kumar Singh	Ram Pd. Singh	Manikapur, Gopalgang	Loader
29	Arun Kumar Singh	Pradip Singh	Nayatola, Sahebgang, Chappra	Loader
30	Nawal Kishore Singh	Vindhanchal Singh	Mahamada, Chappra	Loader
31	Sanjeev Pd. Singh	Ayodhaya Pd. Singh		Loader
32	Balmukund Ram	Ram Sarup Kahar		Loader
33	Ranjit Rewani	Manohar Rewani	Udaypur, Barwadda, Dhanbad	Loader
34	Bisheshwar Rewani	Manohar Rewani	Udaypur, Barwadda, Dhanbad	Loader
35	Sakaldeo Rewani	Lakhan Rewani	Udaypur, Barwadda, Dhanbad	Loader
36	Dinesh Pd.	Shiv Charan Ram	Udaypur, Barwadda, Dhanbad	Loader

37	Arjun Pd. Kushwah	Sanichar Mahato	Bakaradih, Bagodar, Giridih	Loader
38	Ganga Pd. Sinha	Dwarika Prasad Lala	Dimra, Hazaribagh	Loader
39	Rajendra Pd.	Ishwar Mahato	Chandramarani, Sariya, Giridih	Loader
40	Fagu Yadav	Budhan Gope	Ghorwari, Sariya, Giridih	Loader
41	Arjun Pd. Verma	Mahadeo Mahato	Dainabad, Markaccho, Giridih	Loader
42	Rajendra Pd. Diwakar	Sanichar Mahato	Bakaradih, Bagodar, Giridih	Loader
43	Dharmchandra Yadav	Khemchandra Yadav	Ghorwari, Sariya, Giridih	Loader
44	Ranjit Kumar Verma	Nemchand Pd. Verma	Koimara, Giridih	Loader
45	Bhuneshwar Mahato	Sito Mahato	Singh adaha, Giridih	Loader
46	Sajan Singh	Taleshwar Singh	Mokamo, Giridih	Loader
47	Bulaki Mistry	Janaki Mistry	Nawagadchatti, Giridih	Loader
48	Dwarika Rana	Janaki Mistry	Nawagadchatti, Giridih	Loader
49	Sunil Rana	Dwarika Rana	Nawagadchatti, Giridih	Loader
50	Prabhu Ravidas	Babulal Ravidas	Jagdishpur, Giridih	Loader
51	Ravindranath Chandra	Khudiram Chandra	Chandankiyari, Bokaro	Loader
52	Deepak Sen	Haripad Sen	Marapari, Bokaro	Loader
53	Badal Sen	Harendra Sen	Marapari, Bokaro	Loader
54	Vijay Kumar Chandra	Khudiram Chandra	Marapari, Bokaro	Loader
55	Ashit Kumar Chandra	Khudiram Chandra	Marapari, Bokaro	Loader
56	Amit Kumar Dey	Naw Kumar Dey	Marapari, Bokaro	Loader
57	Bablu Modi	Chitranjan Modi	Marapari, Bokaro	Loader
58	Uttam Kumar Dey	Ramkrishna Dey	Marapari, Bokaro	Loader
59	Dhrist Kumar Chandra	Ashutosh Chandra	Marapari, Bokaro	Loader
60	Guljar Anshari	Abdul Khatir Anshari	Kalipur, Pochari, Dhanbad	Loader
61	Abdul Jabar Ansari	Suleman Anshari	Kalipur, Pochari, Dhanbad	Loader
62	Ureman Ansari	Mohamad Ansari	Agardih, Bokaro	Loader
63	Ahmad Hussian	Akhatar Hussian	Jharia, Dhanbad	Loader
64	Md.Anjar Hussian	Anwar Hussian	Jharia, Dhanbad	Loader
65	Md. Shamid Ansari	Akthar Hussian	Jharia, Dhanbad	Loader
66	Kishori Kumar Sharma	Doga Rana	Taratand, Giridih	Loader
67	Ashok Pd. Kushwaha	Prem Chand Mahato	Barsundhi, Giridih	Loader
68	Ajit Kushwaha	Prem Chand Mahato	Barsundhi, Giridih	Loader
69	Narayan Rana	Prasadi Rana	Tekotand, Giridih	Loader
70	Mayaaddin Anshari	Khetu Miya	Kalianpur, Dhanbad	Loader
71	Kumar Gaurav	Tikaith Mahato	Barwatand, Tundi, Dhanbad	Loader
73	Hiralal Singh	Hari Shankar Singh	Gopalpur, Katrash, Dhanbad	Loader

74	Harjit Singh	Hari Shankar Singh	Gopalpur, Katrash, Dhanbad	Loader
75	Md. Jakir Ansari	Muslim Miya	Muraidih, Barora, Dhanbad	Loader
76	Basudev Manjhi	Ramdhan Manjhi	Satanpur, Bokaro	Loader
77	Mangal Manjhi	Surjan Manjhi	Shyampur, Bokaro	Loader
78	Raj Kumar Soren	Haradhan Manjhi	Shyampur, Bokaro	Loader
79	Satyanarayan Manjhi	Somar Manjhi	Jainabashti, Bokaro	Loader
80	Manoj Murmur	Sayamlal Manjhi	Bishunpur, Dhanbad	Sardar
81	Sunil Manjhi	Surjan Manjhi	Shyampur, Bokaro	Loader
82	Chandramohan Soren	Haradhan Soren	Shyampur, Bokaro	Loader
83	Babuchand Soren	Samara Manjhi	Jainabasti, Bokaro	Loader
84	Anil Soren	Surjan Manjhi	Sayampur, Bokaro	Loader
85	Chandrasekhar Manjhi	Samara Manjhi	Jainabasti, Bokaro	Loader
86	Dinesh Murmur	Sayamlal Murmu	Bishnapur Dhanbad	Loader
87	Sukhdeo Pd. Kushwaha	Kunjbihari Mahato	Nawagadhchatti, Giridih	Loader
88	Anil Rana	Jitan Rana	Nawagadhchatti, Giridih	Loader
89	Binod Kumar	Munna pd. Tamoli	Haydernagar, Palamu	Loader
90	Kishun Paswan	Budhan Paswan	Gomiya, Bokaro	Loader
91	Kishori Mistry	Vanshi Mistry	Mirjaganj, Giridih	Loader
92	Aman Kumar	Nirmal Prasad		Loader
93	Ramdeo Mistry	Manger Mistry	Nawagadhchatti, Giridih	Loader
94	Ravi Kumar	Manohar Chourashiya	Nosha, Mode, Patna	Loader
95	Anand Kumar	Jarjan Yadav	Newcoloney, Dhanbad	Loader
96	Gaya Shankar Yadav	Kedarnath Yadav	Puranabazar, Dhanbad	Loader
97	Chotu Kumar	Ashok Prasad	Youmadi, Gaya	Loader
98	Prakash Kumar Magedhiya	Rambharosh Prasad	Dahuram, Gaya	Loader
99	Guddu Kumar	Lakhan Prasad	Dobhi, Gaya	Loader
100	Ganesh Pd. Saw	Sarowar Saw	Naya Bazaar, Lakhisaray	Loader
101	Kapil Tamoli	Rajendra Pd. Tamoli	Jamena, Gaya	Loader
102	Sakil Ahmad	Hazi Ishlam Ahmad	Bhuiya, Chitro, Dhanbad	Loader
103	Bibhas Kumar	Vindhaychal Kumar	Vishnapur, Godda	Loader
104	Gautam Kumar	Vindhaychal Kumar	Vishnapur, Godda	Loader
105	Alok Kumar Singh	Gopal Pd. Singh	Barkop, Godda	Loader
106	Rajdip Rajak	Ganesh Rajak	Mahijam, Jamtada	Loader
107	Tapan Murmur	Karamchand Murmur	Dharampur, Jamwada, Puruliya	Loader
108	Satyawan Murmur	Permashwar Murmu	Dharampur, Jamwada, Puruliya	Loader
109	Binod Kumar Manjhi	Suphal Manjhi	Narkera, Bokaro	Loader
110	Siyaram Bhuiya	Phuleshwar Bhuiya	Bhatdih, Mahuda, Dhanbad	Loader
111	Manoj Kumar Bhuiya	Bhawan Bhuiya	Chhatabad, Katrash, Dhanbad	Loader
112	Bibhakar Hanshad	Motilal Hanshad	Kakidih, Singbhum	Loader
113	Mukesh Das	Sahadeo Das	Muraidih, Dhanbad	Loader

114	Sikandar Saw	Suraj Saw	Pandeydih, Koderma	Loader
115	Rameshwar Yadav	Kali Yadav	Bangaiya, Koderma	Loader
116	Kapildeo Kumar	Ram Bilash Prasad	Afjaldigaha, Nalanda	Loader
117	Laljit Saw	Gopichand Saw	Gajhandi, Bokaro	Loader
118	Santosh Yadav	Chutu Yadav	Teytaryadih, Dokoderma	Loader
119	Pravin Kumar Jha	Durga Nand Jha	Dhanbad	Loader
120	PraphulKumar Jha	Durga Nand Jha	Dhanbad	Loader
121	Niraj Shiwastav	Mewaram Shriwastav	Dhanbad	Loader
122	Mamta Devi	Tribhuwan Mahato	Nawagadhchatti, Giridih	Loader
123	Shanti Devi	Kishori Prasad Sharma	Tara, Giridih	Loader
124	Pappu Mistry	Wakil Mistry	Choubey, Hazaribagh	Loader
125	Wakil Pandit	Parmeshwarpandit	Belatand, Giridih	Loader
126	Payrelal Pandit	Dwarika Pandit	Belatand, Giridih	Loader
127	Suresh Kr Choudhary	Harishchandra Choudhary	Bandkharo, Giridih	Loader
128	Rewat Gope	Manger Gope	Dhobari, Sariya, Giridih	Loader
129	Sushila Devi	Sunil Prasad	Dhobari, Sariya, Giridih	Loader
130	Parvati Devi	Sahadeo Mistry	Nawagadhchatti, Giridih	Loader
131	Saraswati Kumari	Haricharan Mahato	Pipraiya, Chapara	Loader
132	Bharti Kumari	Krishna Prasad Tamoli	Kashmar, Pratappur, Chatra	Loader
133	Puspa Devi	Sanjeev Kumar Tamoli	Saraidhela, Dhanbad	Loader
134	Roshan Lal Mahato		Gujardih, Bokaro	Loader
135	Hira Devi	Sharawan Tamoli	Sataiya, Chatra	Loader

2. The case is received from the Ministry of Labour on 06.07.1992. After receipt of reference, both Parties are noticed, Thereafter the management files a writ petition before the Hon'ble High Court bearing No. CWJC 2698/92 (R) which was dismissed vide order dated 4.02.93, it was challenged before the Hon'ble Supreme Court bearing No. SLP (Civil) No. 3850/93 which was also dismissed.

3. Thereafter the Sponsoring Union files their written statement on 21/24.02.1997 and the management also files their written statement-cum-rejoinder on 06/07.08.1997. Rejoinder and document also filed by the parties. Four witnesses examined on behalf of the workman/Sponsoring Union and one witness examined on behalf of the Management. Documents of management is marked M-1 to M-6 as exhibit. But no document marked on behalf of the Sponsoring Union.

4. The case of the Sponsoring Union is that the management pf M/S BCCL requires sand for stowing purpose in their collieries after complete excavation coal from the coal seam if the gap created by extraction of coal is not filled up by non cabnegeous materials. There may be heavy subsidence and also risk of spontaneous combustion leading to spreading of fire in caol seam. It is therefore necessary to fill this gap by sand which is sent to these excavation of mixing the sand with water and this process is turned as stowing . Thus sand is the essential part for mining purposes. The management has several collieries in the district of Dhanbad from where several tonnes of coal is extracted daily. Thus the management has requires a big quantity of sand for their collieries.

5. It is further submitted by the Sponsoring Union that the availability of sand is found in the neighbouring river beds. The Damodar River bed, Barakar river bed, Jamunia river bed, Khudia river bed and other river beds which are available in the district of Dhanbad and Burdwan are the source of sand for the said estowing purposes. These reiver beds are under the control of the State of Bihar now in Jharkhand and the State grants all mining lease for excavation and use of these minerals, as the management taken mining lease of several Ghats in those river beds. There are also several private mining lease of different persons for realising royalty from the user of sand from such river beds.

6. It is also submitted by the Sponsoring Union that the management of Bharat Coking Coal Ltd requires sand and they engaged several workmen for the job of excavation of sand from the sand beds and to load it in the truck of the transporters engaged by the management and they being paid by the management. But the wages of workmen were not

regularised by the management of M/S BCCL. The workmen of some sand Ghats represented by Sponsoring Union made representation before the management for realisation of their services and payment of wages according to the NCWA as well as other statutory benefits. But the demand were not attended by the management. The above process of excavation of sand and loading is being done through contractors but the fact that these workmen are really workmen of the management of M/S BCCL in order to shirk their responsibilities to ensure proper wages to these workmen, they are not accepting the workmen.

7. It is further submitted by the Sponsoring Union that the management have deployed these concerned workmen for excavation and collection of sand from the river beds commonly known as river sand loaders and for loading of sand into the truck for transportation of the same to their collieries. These workmen are engaged in mining excavation, so that they cannot be treated as employees of Contractor as the concerned contractor for transportation of sand have no licence in this connection and therefore in absence of such licence the concerned workmen are the workmen of principal employer and thus there is relationship of employer and employee relationship in between the management and the concerned workmen.

8. The concerned workmen are known as river bed loaders who are continuously working since 1977 under the supervision and control of the officers deputed by the management and on several points of the said river beds. The grievance of the workmen also supported by the then Dy Commissioner of Dhanbad when he found that the concerned workmen were not given proper wages. The Deputy Commissioner (C) Dhanbad look into the matter and by his letter dated 18.08.89 replied to the request of the Dy. Commissioner Dhanbad and said that M/S BCCL is the Principal employer of the concerned workmen. Therefore it is crystal clear that taking advantage of poor workmen, the management have indulged their right to dispose of their absorption as real workmen. Hence the action of the management to refuse these workmen with the status of their own workmen is not proper and justified.

9. On the other hand the case of the management is that the present reference is not legally maintainable as no employer employee relationship exists between the management and the concerned person, they have no right to raise any Industrial Dispute against the management as the present reference is vague and indefinite.

10. It is submitted by the management that the sand Transport contractors are called supplier of material into the establishment of M/S BCCL. The contractor engaged for supply of sand or articles of manufacture to the establishment is an excluded group of contractor from the purview of engagement of contractor labour in any establishment. A Contractor always means a person who undertake to produce given result by engaging contract labour in the establishment. A mere supplier of material and goods is not a contractor and the workmen deployed by such persons in the course of loading and unloading of goods for supplying the same to an establishment cannot be said to be contract labour for producing any result in the establishment.

11. It is also submitted by the management that the collection of sand from the river bed and loading the same into trucks or dumpers and transporting the same to the colliery bunker will not amount to working in the mine. On the basis of their own assertion that some of them were deployed by sand Transport Contractors, it is well established that they are not the workmen of the mine. Its demand for employment of some of its member who happened to work under some sand transport contractors in the process of gathering sand from river beds is not proper.

12. It is also submitted by the management that tender notice are issued inviting sealed tender from established transport contractors capable of transporting sand of minimum fixed quantities in a year from various river ghats of Damodar, Barakar, Jamuni as well as from ropeway dumps to the colliery bunkers. Rates are required to be quoted in rupee per Cubic Metre for loading unloading and transportation from the Ghat to the colliery bunkers. Thus the contractors have to do all acts for supplying sand at the colliery bunker at the agreed rates per cubic meter of sand supplied to the company. It is a contract for supply of material for outside place to the coal mines.

13. It is further submitted that the tender committee are formed for opening the sealed tender and submitting the report recommending the names of the transport contractor alongwith the rates quoted by them and the proposed rates to be accepted for different ghats of different rivers and the committee takes into account the various factors while finalising the rates for loading unloading and transporting up to the colliery bunker and submits the recommendation to the competent authority. Then the competent authority finalise the parties as well as rates and work order is issued in favour of the parties for supplying sand to different collieries. The contractor is required to ensure proper payment of wages and all benefits as per the provisions and laws applicable to engagement of labour by such persons and also ensure medical facilities to the workers engaged by them. They are also required to pay all legal dues and dispose all their labour engaged by them after termination of the contract.

14. The contractor engaged in supply of sand is required to engage its own trucks or may hire the trucks from others but becomes fully responsible for all consequences in case of hired trucks. The contractors employ its agents/representative to supervise all the jobs connected with gathering, loading, transporting and unloading of sand and such agent in the absence of the contractor. The contractor becomes liable for payment of all taxes, cess and

royalties and becomes responsible for supplying all materials, tools equipments to its staff and labour engaged by him and is responsible for all payment to the workers engaged by him. It is quite but natural for village labour to demand for their employment in the coal industry. Hence the demand by sponsoring Union is not proper.

15. The reference is as to the workmen concerned are the employee who are to be regularised as workmen in M/s. BCCL or not.

16. The case of the workman that they were engaged by BCCL to fill sand in the void of the mines, where coal have been extracted. Their further case is that they were extracting sand from river bed loaded in trucks which was coming to mine site, for filling of the void.

17. On the other hand the management says that they engaged contractors who engaged their employees and doing that work and the contractor takes payment, and there is no employer employee relationship between the workmen and the BCCL though, the workman rendered services.

18. The further case of the management is that the all the names of the workmen was not in the reference, and fake persons might have come to makes back door entry to the company, if any order of regularisation is made.

19. It appears from the record that at the time of reference order received from the ministry, the names of the workman is not recieved and the case proceed from here to Apex Court. During pendency of the case point mentioned by the parties that list of workmen is not enclosed with order of reference therefore after asking to the ministry, the list of workmen received by the Tribunal on 08.07.2013. On perusing of the record and names of workmen it is ordered to file identity proof of 1751 workmen but the sponsoring Union files only 1251 names and their photographs. It is also submitted by the sponsoring Union that now claims for only 1251 workmen out of 1751, before this Tribunal.

20. In this case, on behalf of the workman four witnesses have been examined but their evidence is contrary to each other and prevaricating. Some says that they have been engaged by the management and some says that they were working under contractors. They further say, that they have no appointment letter and they have no identity card, issued either by the contractor or by the management though presently they have filed their photograph of 1251 Nos. workmen only.

21. As per Cross examination of WW-4, some part of cross-examination is quoted below:-

Xxxxx

“I have gone through the tender, the agreement and other documents connected with the transporters filed in the present case. It is a fact that prior to engaging the contractor for the sand transportation, tender were being invited and after acceptance of the tender the contract was awarded.”

XXXXX

22. Cross examination of WW-3, some part is quoted below:-

Xxxxx

“I have got no paper to show that I was appointed by BCCL. I have got no paper to show that we were appointed by Agrawal Transporter. We have not filed those paper which are in our possession to show that we were working there. We have got no order to show that the official of BCCL had been given direction to us regarding loading of sand.”

XXXXX

23. Sri Chintamani mahto as WW-1 say in cross-examination **“that we have got no appointment letter and we were orally appointed by the owner of Ashok Transport. I do not know the full name of owner. He also says that every Sunday the munshi of Ashok Transport used to make us payment of wages through Kachha Voucher. To my Knowledge no muster roll register was being maintain by the munshi of Ashok Transport. Nor he used to maintain payment sheet. he also says that no pass issued to us, rather only challan was being issued to the driver of the truck on the strength of which the truck was allowed to be entered into the colliery premises. He also says that I cannot says the union which has raised this dispute, has been registered or not.”**

24. On perusal of all evidence and document, It is not possible to know whether they were engaged by the contractor or the management. Management flatly denied that the workmen concerned are not their employee and they have doubt that they worked for filling of sand.

25. The union at the time of conciliation, have not given the names of all the workmen or their identity. The cross-examination of WW-4 & WW-1 is very much material, that they are admitted that tender invited and after acceptance of tender contract awarded, they are also say that we are only contractor workmen and no gate pass or identity card issued to us and payment was made through Kachha voucher. Hence it is presumed that there is not employer employee

relationship exist. Therefore it is not possible to know, as to whether the workmen were engaged by the management or contractor.

26. It is admitted by the Sponsoring Union in Para 15 of Written statement, that all concerned workmen are working since 1977, it means now all workmen are about 60 years of age. This being the situation this Tribunal is unable to give any relief to the workmen.

27. Considering the facts and circumstances of this case, I hold that the demand of Gramin Vikash Shramik Sangh for treating Shri Hemlal Mahto and 1750 others workers as employers of M/S Bharat Coking Coal Ltd. and payment to them wages at the rate-fixed under National Coal wages Agreement is not justified, Accordingly they were not entitled to get any relief.

This is my award.

R. K. SARAN, Presiding Officer

नई दिल्ली, 19 अप्रैल, 2017

का.आ. 1094.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार वरिष्ठ महाप्रबंधक, वाहन फैक्टरी, जबलपुर एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (सीजीआईटी/एलसी/आर/38/2009, 17/09, 18/09, 20/09, 21/09, 22/09, 23/09, 24/09, 25/09, 26/09, 27/09, 28/09, 29/09, 30/09, 36/09, 37/09, 40/09, 41/09, 42/09, 45/09, 46/09, 47/09, 48/09, 49/09, 50/09, 51/09, 52/09, 53/09, 82/09, 83/09, 84/09, 85/09, 86/09, 87/09, 100/09, 101/09, 102/09, 103/09, 104/09, 105/09, 106/09, 107/09, 108/09, 109/09, 1/10, 2/10, 3/10, 4/10, 5/10, 6/10, 22/10) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17.04.2017 को प्राप्त हुआ था।

[सं. एल-14011/31/2008-आईआर. (डीयू),
सं. एल-14011/17/2008-आईआर. (डीयू),
सं. एल-14011/16/2008-आईआर. (डीयू),
सं. एल-14011/14/2008-आईआर (डीयू),
सं. एल-14011/13/2008-आईआर (डीयू),
सं. एल-14011/27/2008-आईआर (डीयू),
सं. एल-14011/26/2008-आईआर (डीयू),
सं. एल-14011/28/2008-आईआर (डीयू),
सं. एल-14011/23/2008-आईआर (डीयू),
सं. एल-14011/24/2008-आईआर (डीयू),
सं. एल-14011/25/2008-आईआर (डीयू),
सं. एल-14011/19/2008-आईआर (डीयू),
सं. एल-14011/22/2008-आईआर (डीयू),
सं. एल-14011/18/2008-आईआर (डीयू),
सं. एल-14011/29/2008-आईआर (डीयू),
सं. एल-14011/30/2008-आईआर (डीयू),
सं. एल-14011/33/2008-आईआर (डीयू),
सं. एल-14011/34/2008-आईआर (डीयू),
सं. एल-14011/35/2008-आईआर (डीयू),
सं. एल-14011/10/2009-आईआर (डीयू),
सं. एल-14011/9/2009-आईआर (डीयू),
सं. एल-14011/8/2009-आईआर (डीयू),

सं. एल-14011/2/2009-आईआर (डीयू),
 सं. एल-14011/3/2009-आईआर (डीयू),
 सं. एल-14011/4/2009-आईआर (डीयू),
 सं. एल-14011/5/2009-आईआर (डीयू),
 सं. एल-14011/6/2009-आईआर (डीयू),
 सं. एल-14011/7/2009-आईआर (डीयू),
 सं. एल-14011/22/2009-आईआर (डीयू),
 सं. एल-14011/23/2009-आईआर (डीयू),
 सं. एल-14011/24/2009-आईआर (डीयू),
 सं. एल-14011/25/2009-आईआर (डीयू),
 सं. एल-14011/20/2009-आईआर (डीयू),
 सं. एल-14011/21/2009-आईआर (डीयू),
 सं. एल-14011/31/2009-आईआर (डीयू),
 सं. एल-14011/39/2009-आईआर (डीयू),
 सं. एल-14011/38/2009-आईआर (डीयू),
 सं. एल-14011/35/2009-आईआर (डीयू),
 सं. एल-14011/34/2009-आईआर (डीयू),
 सं. एल-14011/37/2009-आईआर (डीयू),
 सं. एल-14011/36/2009-आईआर (डीयू),
 सं. एल-14011/40/2009-आईआर (डीयू),
 सं. एल-14011/33/2009-आईआर (डीयू),
 सं. एल-14011/32/2009-आईआर (डीयू),
 सं. एल-14011/48/2009-आईआर (डीयू),
 सं. एल-14011/44/2009-आईआर (डीयू),
 सं. एल-14011/46/2009-आईआर (डीयू),
 सं. एल-14011/47/2009-आईआर (डीयू),
 सं. एल-14011/49/2009-आईआर (डीयू),
 सं. एल-14011/50/2009-आईआर (डीयू),
 सं. एल-14011/45/2009-आईआर (डीयू)]

राजेन्द्र जोशी, उप निदेशक

New Delhi, the 19th April, 2017

S.O. 1094.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (CGIT/LC/R/38/2009, 17/09, 18/09, 20/09, 21/09, 22/09, 23/09, 24/09, 25/09, 26/09, 27/09, 28/09, 29/09, 30/09, 36/09, 37/09, 40/09, 41/09, 42/09, 45/09, 46/09, 47/09, 48/09, 49/09, 50/09, 51/09, 52/09, 53/09, 82/09, 83/09, 84/09, 85/09, 86/09, 87/09, 100/09, 101/09, 102/09, 103/09, 104/09, 105/09, 106/09, 107/09, 108/09, 109/09, 1/10, 2/10, 3/10, 4/10, 5/10, 6/10, 22/10) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in Annexure, in the industrial dispute between the employers in relation to the Sr. General Manager, Vehicle Factory, Jabalpur and their workman, which was received by the Central Government on 17.04.2017.

[No. L-14011/31/2008-IR (DU),

No. L-14011/17/2008-IR (DU),

No. L-14011/16/2008-IR (DU),
No. L-14011/14/2008-IR (DU),
No. L-14011/13/2008-IR (DU),
No. L-14011/27/2008-IR (DU),
No. L-14011/26/2008-IR (DU),
No. L-14011/28/2008-IR (DU),
No. L-14011/23/2008-IR (DU),
No. L-14011/24/2008-IR (DU),
No. L-14011/25/2008-IR (DU),
No. L-14011/19/2008-IR (DU),
No. L-14011/22/2008-IR (DU),
No. L-14011/18/2008-IR (DU),
No. L-14011/29/2008-IR (DU),
No. L-14011/30/2008-IR (DU),
No. L-14011/33/2008-IR (DU),
No. L-14011/34/2008-IR (DU),
No. L-14011/35/2008-IR (DU),
No. L-14011/10/2009-IR (DU),
No. L-14011/9/2009-IR (DU),
No. L-14011/8/2009-IR (DU),
No. L-14011/2/2009-IR (DU),
No. L-14011/3/2009-IR (DU),
No. L-14011/4/2009-IR (DU),
No. L-14011/5/2009-IR (DU),
No. L-14011/6/2009-IR (DU),
No. L-14011/7/2009-IR (DU),
No. L-14011/22/2009-IR (DU),
No. L-14011/23/2009-IR (DU),
No. L-14011/24/2009-IR (DU),
No. L-14011/25/2009-IR (DU),
No. L-14011/20/2009-IR (DU),
No. L-14011/21/2009-IR (DU),
No. L-14011/31/2009-IR (DU),
No. L-14011/39/2009-IR (DU),
No. L-14011/38/2009-IR (DU),
No. L-14011/35/2009-IR (DU),
No. L-14011/34/2009-IR (DU),
No. L-14011/37/2009-IR (DU),
No. L-14011/36/2009-IR (DU),
No. L-14011/40/2009-IR (DU),
No. L-14011/33/2009-IR (DU),
No. L-14011/32/2009-IR (DU),
No. L-14011/48/2009-IR (DU),

No. L-14011/44/2009-IR (DU),
 No. L-14011/46/2009-IR (DU),
 No. L-14011/47/2009-IR (DU),
 No. L-14011/49/2009-IR (DU),
 No. L-14011/50/2009-IR (DU),
 No. L-14011/45/2009-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

**NO. CGIT/LC/R/38/2009, 17/09, 18/09, 20/09 to 30/09, 36/09, 37/09, 40/09 to 42/09, 45/09 to 53/09,
82/09 to 87/09, 100/09 to 109/09, 1/10 to 6/10 & 22/10.**

General Secretary,
 Ayudh Nirmani Vahan Chaalak Sangh,
 MP Zone, Qr.No. 2287/A, New Type-II,
 Sector-I, VFJ, Jabalpur

...Workman/Union

Versus

Sr.General Manager,
 Vehicle Factory,
 Jabalpur

...Management

AWARD

Passed on this 25th day of November, 2016

1. (1) As per letter dated 23-3-09 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D .Act, 1947 as per Notification No. L-14011/31/2008/IR(DU). The dispute under reference relates to:
 “Whether the demand of the Ayudh Nirmani Vahanchalak Sangh, MP Zone for half an hour lunch from the management of Vehicle Facto for their workman Shri S. Naushad, Fireman-II, Fire Brigade Section, Vehicle Factory, Jabalpur since 1973 is legal and justified? If yes, to what relief the workman is entitled to?”
- (2) As per letter dated 3-3-09 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D .Act, 1947 as per Notification No. L-14011/17/2008/IR(DU). The dispute under reference relates to:
 “Whether the demand of the Ayudh Nirmani Vahanchalak Sangh, MP Zone for half an hour lunch from the management of Vehicle Facto for their workman Shri Raj Kumar, Fireman-II, Fire Brigade Section, Vehicle Factory, Jabalpur since 1973 is legal and justified? If yes, to what relief the workman is entitled to?”
- (3) As per letter dated 3-3-09 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D .Act, 1947 as per Notification No. L-14011/16/2008/IR(DU). The dispute under reference relates to:
 “Whether the demand of the Ayudh Nirmani Vahanchalak Sangh, MP Zone for half an hour lunch from the management of Vehicle Facto for their workman Shri Fateh Singh , Fireman-II, Fire Brigade Section, Vehicle Factory, Jabalpur since 1973 is legal and justified? If yes, to what relief the workman is entitled to?”
- (4) As per letter dated 3-3-09 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D .Act, 1947 as per Notification No. L-14011/14/2008/IR(DU). The dispute under reference relates to:
 “Whether the demand of the Ayudh Nirmani Vahanchalak Sangh, MP Zone for half an hour lunch from the management of Vehicle Facto for their workman Shri H.R.Tiwari, Fireman-I, Fire Brigade

Section, Vehicle Factory, Jabalpur since 1973 is legal and justified? If yes, to what relief the workman is entitled to?"

- (5) As per letter dated 3-3-09 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D. Act, 1947 as per Notification No. L-14011/13/2008/IR(DU). The dispute under reference relates to:
 "Whether the demand of the Ayudh Nirmani Vahanchalak Sangh, MP Zone for half an hour lunch from the management of Vehicle Facto for their workman Shri Jamna Prasad, Fireman-I, Fire Brigade Section, Vehicle Factory, Jabalpur since 1973 is legal and justified? If yes, to what relief the workman is entitled to?"
- (6) As per letter dated 3-3-09 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D. Act, 1947 as per Notification No. L-14011/27/2008/IR(DU). The dispute under reference relates to:
 "Whether the demand of the Ayudh Nirmani Vahanchalak Sangh, MP Zone for half an hour lunch from the management of Vehicle Facto for their workman Shri Ali Mohammad, Fire Engine Driver, Vehicle Factory, Jabalpur since 1973 is legal and justified? If yes, to what relief the workman is entitled to?"
- (7) As per letter dated 3-3-09 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D. Act, 1947 as per Notification No. L-14011/26/2008/IR(DU). The dispute under reference relates to:
 "Whether the demand of the Ayudh Nirmani Vahanchalak Sangh, MP Zone for half an hour lunch from the management of Vehicle Facto for their workman Shri Prat Pal, Fireman-I, Fire Brigade Section, Vehicle Factory, Jabalpur since 1973 is legal and justified? If yes, to what relief the workman is entitled to?"
- (8) As per letter dated 3-3-09 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D. Act, 1947 as per Notification No. L-14011/28/2008/IR(DU). The dispute under reference relates to:
 "Whether the demand of the Ayudh Nirmani Vahanchalak Sangh, MP Zone for half an hour lunch from the management of Vehicle Facto for their workman Shri G.M.Singh, Fire Engine Driver, Vehicle Factory, Jabalpur since 1973 is legal and justified? If yes, to what relief the workman is entitled to?"
- (9) As per letter dated 3-3-09 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D. Act, 1947 as per Notification No. L-14011/23/2008/IR(DU). The dispute under reference relates to:
 "Whether the demand of the Ayudh Nirmani Vahanchalak Sangh, MP Zone for half an hour lunch from the management of Vehicle Facto for their workman Shri S. Singh, Fireman-I, Fire Brigade Section, Vehicle Factory, Jabalpur since 1973 is legal and justified? If yes, to what relief the workman is entitled to?"
- (10) As per letter dated 3-3-09 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D. Act, 1947 as per Notification No. L-14011/24/2008/IR(DU). The dispute under reference relates to:
 "Whether the demand of the Ayudh Nirmani Vahanchalak Sangh, MP Zone for half an hour lunch from the management of Vehicle Facto for their workman Shri R.S.Rajak, Fireman-I, Fire Brigade Section, Vehicle Factory, Jabalpur since 1973 is legal and justified? If yes, to what relief the workman is entitled to?"
- (11) As per letter dated 3-3-09 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D. Act, 1947 as per Notification No. L-14011/13/2008/IR(DU). The dispute under reference relates to:
 "Whether the demand of the Ayudh Nirmani Vahanchalak Sangh, MP Zone for half an hour lunch from the management of Vehicle Facto for their workman Shri R.P. Dubey, Fireman-I, Fire Brigade Section, Vehicle Factory, Jabalpur since 1973 is legal and justified? If yes, to what relief the workman is entitled to?"

- (12) As per letter dated 3-3-09 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D .Act, 1947 as per Notification No. L-14011/19/2008/IR(DU). The dispute under reference relates to:
- “Whether the demand of the Ayudh Nirmani Vahanchalak Sangh, MP Zone for half an hour lunch from the management of Vehicle Facto for their workman Shri P.N. Pathak, Leading Hand Fire, Fire Brigade Section, Vehicle Factory, Jabalpur since 1973 is legal and justified? If yes, to what relief the workman is entitled to?”
- (13) As per letter dated 3-3-09 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D .Act, 1947 as per Notification No. L-14011/22/2008/IR(DU). The dispute under reference relates to:
- “Whether the demand of the Ayudh Nirmani Vahanchalak Sangh, MP Zone for half an hour lunch from the management of Vehicle Facto for their workman Shri Makhan Singh, Leading Hand fire, Fire Brigade Section, Vehicle Factory, Jabalpur since 1973 is legal and justified? If yes, to what relief the workman is entitled to?”
- (14) As per letter dated 3-3-09 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D .Act, 1947 as per Notification No. L-14011/18/2008/IR(DU). The dispute under reference relates to:
- “Whether the demand of the Ayudh Nirmani Vahanchalak Sangh, MP Zone for half an hour lunch from the management of Vehicle Facto for their workman Shri Jayavelu Ravi, Fireman-I, Fire Brigade Section, Vehicle Factory, Jabalpur since 1973 is legal and justified? If yes, to what relief the workman is entitled to?”
- (15) As per letter dated 23-3-09 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D .Act, 1947 as per Notification No. L-14011/29/2008/IR(DU). The dispute under reference relates to:
- “Whether the demand of the Ayudh Nirmani Vahanchalak Sangh, MP Zone for half an hour lunch from the management of Vehicle Facto for their workman Shri M.G. Rajji, Fireman-I, Fire Brigade Section, Vehicle Factory, Jabalpur since 1973 is legal and justified? If yes, to what relief the workman is entitled to?”
- (16) As per letter dated 23-3-09 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D .Act, 1947 as per Notification No. L-14011/30/2008/IR(DU). The dispute under reference relates to:
- “Whether the demand of the Ayudh Nirmani Vahanchalak Sangh, MP Zone for half an hour lunch from the management of Vehicle Facto for their workman Shri Harish Kumar, Fireman-II, Fire Brigade Section, Vehicle Factory, Jabalpur since 1973 is legal and justified? If yes, to what relief the workman is entitled to?”
- (17) As per letter dated 23-3-09 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D .Act, 1947 as per Notification No. L-14011/33/2008/IR(DU). The dispute under reference relates to:
- “Whether the demand of the Ayudh Nirmani Vahanchalak Sangh, MP Zone for half an hour lunch from the management of Vehicle Facto for their workman Shri A.S.Patel, Leading Hand Fire, Fire Brigade Section, Vehicle Factory, Jabalpur since 1973 is legal and justified? If yes, to what relief the workman is entitled to?”
- (18) As per letter dated 23-3-09 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D. Act, 1947 as per Notification No. L-14011/34/2008/IR(DU). The dispute under reference relates to:
- “Whether the demand of the Ayudh Nirmani Vahanchalak Sangh, MP Zone for half an hour lunch from the management of Vehicle Facto for their workman Shri S./S. Jharia, Fireman-I, Fire Brigade Section, Vehicle Factory, Jabalpur since 1973 is legal and justified? If yes, to what relief the workman is entitled to?”
- (19) As per letter dated 23-3-09 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D .Act, 1947 as per Notification No. L-14011/35/2008/IR(DU). The dispute under reference relates to:

“Whether the demand of the Ayudh Nirmani Vahanchalak Sangh, MP Zone for half an hour lunch from the management of Vehicle Facto for their workman Shri Mohd. Javed, Fireman-II, Fire Brigade Section, Vehicle Factory, Jabalpur since 1973 is legal and justified? If yes, to what relief the workman is entitled to?”

- (20) As per letter dated 1-4-09 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D .Act, 1947 as per Notification No. L-14011/10/2009/IR(DU). The dispute under reference relates to:

“Whether the demand of the Ayudh Nirmani Vahanchalak Sangh, MP Zone for half an hour lunch from the management of Vehicle Facto for their workman Shri Hari Singh , Fireman-I, Fire Brigade Section, Vehicle Factory, Jabalpur since 1973 is legal and justified? If yes, to what relief the workman is entitled to?”

- (21) As per letter dated 1-4-09 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D .Act, 1947 as per Notification No. L-14011/9/2009/IR(DU). The dispute under reference relates to:

“Whether the demand of the Ayudh Nirmani Vahanchalak Sangh, MP Zone for half an hour lunch from the management of Vehicle Facto for their workman Shri Ram Singh , Fireman-I, Fire Brigade Section, Vehicle Factory, Jabalpur since 1973 is legal and justified? If yes, to what relief the workman is entitled to?”

- (22) As per letter dated 1-4-09 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D .Act, 1947 as per Notification No. L-14011/8/2009/IR(DU). The dispute under reference relates to:

“Whether the demand of the Ayudh Nirmani Vahanchalak Sangh, MP Zone for half an hour lunch from the management of Vehicle Facto for their workman Shri M.Iqbal Khan, Fireman-I, Fire Brigade Section, Vehicle Factory, Jabalpur since 1973 is legal and justified? If yes, to what relief the workman is entitled to?”

- (23) As per letter dated 1-4-09 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D .Act, 1947 as per Notification No. L-14011/2/2009/IR(DU). The dispute under reference relates to:

“Whether the demand of the Ayudh Nirmani Vahanchalak Sangh, MP Zone for half an hour lunch from the management of Vehicle Facto for their workman Shri Dharmendra, Fireman-I, Fire Brigade Section, Vehicle Factory, Jabalpur since 1973 is legal and justified? If yes, to what relief the workman is entitled to?”

- (24) As per letter dated 1-4-09 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D .Act, 1947 as per Notification No. L-14011/3/2009/IR(DU). The dispute under reference relates to:

“Whether the demand of the Ayudh Nirmani Vahanchalak Sangh, MP Zone for half an hour lunch from the management of Vehicle Facto for their workman Shri Om Prakash, Fireman-I, Fire Brigade Section, Vehicle Factory, Jabalpur since 1973 is legal and justified? If yes, to what relief the workman is entitled to?”

- (25) As per letter dated 1-4-09 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D .Act, 1947 as per Notification No. L-14011/4/2009/IR(DU). The dispute under reference relates to:

“Whether the demand of the Ayudh Nirmani Vahanchalak Sangh, MP Zone for half an hour lunch from the management of Vehicle Facto for their workman Shri S.K. Gupta, Fireman-I, Fire Brigade Section, Vehicle Factory, Jabalpur since 1973 is legal and justified? If yes, to what relief the workman is entitled to?”

- (26) As per letter dated 1-4-09 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D .Act, 1947 as per Notification No. L-14011/5/2009/IR(DU). The dispute under reference relates to:

“Whether the demand of the Ayudh Nirmani Vahanchalak Sangh, MP Zone for half an hour lunch from the management of Vehicle Facto for their workman Shri Rakesh Kumar, Fireman-II, Fire

Brigade Section, Vehicle Factory, Jabalpur since 1973 is legal and justified? If yes, to what relief the workman is entitled to?”

- (27) As per letter dated 1-4-09 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D .Act, 1947 as per Notification No. L-14011/6/2009/IR(DU). The dispute under reference relates to:

“Whether the demand of the Ayudh Nirmani Vahanchalak Sangh, MP Zone for half an hour lunch from the management of Vehicle Facto for their workman Shri V.S. Sengar, Fireman-II, Fire Brigade Section, Vehicle Factory, Jabalpur since 1973 is legal and justified? If yes, to what relief the workman is entitled to?”

- (28) As per letter dated 1-4-09 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D .Act, 1947 as per Notification No. L-14011/7/2009/IR(DU). The dispute under reference relates to:

“Whether the demand of the Ayudh Nirmani Vahanchalak Sangh, MP Zone for half an hour lunch from the management of Vehicle Facto for their workman Shri B.L.Yadav, Fireman-I, Fire Brigade Section, Vehicle Factory, Jabalpur since 1973 is legal and justified? If yes, to what relief the workman is entitled to?”

- (29) As per letter dated 30-9-09 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D .Act, 1947 as per Notification No. L-14011/22/2009/IR(DU). The dispute under reference relates to:

“Whether the demand of the Ayudh Nirmani Vahanchalak Sangh, MP Zone for half an hour lunch from the management of Vehicle Facto for their workman Shri D.K.Singh , Fireman-II, Fire Brigade Section, Vehicle Factory, Jabalpur since 1973 is legal and justified? If yes, to what relief the workman is entitled to?”

- (30) As per letter dated 30-9-09 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D .Act, 1947 as per Notification No. L-14011/23/2009/IR(DU). The dispute under reference relates to:

“Whether the demand of the Ayudh Nirmani Vahanchalak Sangh, MP Zone for half an hour lunch from the management of Vehicle Facto for their workman Shri Ganesh Prasad, Fireman-II, Fire Brigade Section, Vehicle Factory, Jabalpur since 1973 is legal and justified? If yes, to what relief the workman is entitled to?”

- (31) As per letter dated 30-9-09 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D .Act, 1947 as per Notification No. L-14011/24/2009/IR(DU). The dispute under reference relates to:

“Whether the demand of the Ayudh Nirmani Vahanchalak Sangh, MP Zone for half an hour lunch from the management of Vehicle Facto for their workman Shri Sanjay Yadav, Fireman-II, Fire Brigade Section, Vehicle Factory, Jabalpur since 1973 is legal and justified? If yes, to what relief the workman is entitled to?”

- (32) As per letter dated 30-9-09 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D .Act, 1947 as per Notification No. L-14011/25/2009/IR(DU). The dispute under reference relates to:

“Whether the demand of the Ayudh Nirmani Vahanchalak Sangh, MP Zone for half an hour lunch from the management of Vehicle Facto for their workman Shri Pursottamlal, Fireman-II, Fire Brigade Section, Vehicle Factory, Jabalpur since 1973 is legal and justified? If yes, to what relief the workman is entitled to?”

- (33) As per letter dated 30-9-09 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D .Act, 1947 as per Notification No. L-14011/20/2009/IR(DU). The dispute under reference relates to:

“Whether the demand of the Ayudh Nirmani Vahanchalak Sangh, MP Zone for half an hour lunch from the management of Vehicle Facto for their workman Shri Larence Bablu, Fireman-II, Fire Brigade Section, Vehicle Factory, Jabalpur since 1973 is legal and justified? If yes, to what relief the workman is entitled to?”

- (34) As per letter dated 30-9-09 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D .Act, 1947 as per Notification No. L-14011/21/2009/IR(DU). The dispute under reference relates to:
- “Whether the demand of the Ayudh Nirmani Vahanchalak Sangh, MP Zone for half an hour lunch from the management of Vehicle Facto for their workman Shri S.P.Raikwar, Fire Engine Driver-I, Fire Brigade Section, Vehicle Factory, Jabalpur since 1973 is legal and justified? If yes, to what relief the workman is entitled to?”
- (35) As per letter dated 30-11-09 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D .Act, 1947 as per Notification No. L-14011/31/2009/IR(DU). The dispute under reference relates to:
- “Whether the demand of the Ayudh Nirmani Vahanchalak Sangh, MP Zone for half an hour rest during working hours to Shri R.S.Tiwari by the management of Vehicle Factory is legal and justified? If yes, to what relief the workman is entitled to?”
- (36) As per letter dated 30-11-09 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D .Act, 1947 as per Notification No. L-14011/39/2009/IR(DU). The dispute under reference relates to:
- “Whether the demand of the Ayudh Nirmani Vahanchalak Sangh, MP Zone for half an hour rest during working hours to Shri S.K.Gond by the management of Vehicle Factory is legal and justified? If yes, to what relief the workman is entitled to?”
- (37) As per letter dated 30-11-09 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D .Act, 1947 as per Notification No. L-14011/38/2009/IR(DU). The dispute under reference relates to:
- “Whether the demand of the Ayudh Nirmani Vahanchalak Sangh, MP Zone for half an hour rest during working hours to Shri R. Shrivastava by the management of Vehicle Factory is legal and justified? If yes, to what relief the workman is entitled to?”
- (38) As per letter dated 30-11-09 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D .Act, 1947 as per Notification No. L-14011/35/2009/IR(DU). The dispute under reference relates to:
- “Whether the demand of the Ayudh Nirmani Vahanchalak Sangh, MP Zone for half an hour rest during working hours to Shri Motilal by the management of Vehicle Factory is legal and justified? If yes, to what relief the workman is entitled to?”
- (39) As per letter dated 30-11-09 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D .Act, 1947 as per Notification No. L-14011/34/2009/IR(DU). The dispute under reference relates to:
- “Whether the demand of the Ayudh Nirmani Vahanchalak Sangh, MP Zone for half an hour rest during working hours to Shri Dhan Singh by the management of Vehicle Factory is legal and justified? If yes, to what relief the workman is entitled to?”
- (40) As per letter dated 30-11-09 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D .Act, 1947 as per Notification No. L-14011/37/2009/IR(DU). The dispute under reference relates to:
- “Whether the demand of the Ayudh Nirmani Vahanchalak Sangh, MP Zone for half an hour rest during working hours to Shri S.K.Dubey by the management of Vehicle Factory is legal and justified? If yes, to what relief the workman is entitled to?”
- (41) As per letter dated 30-11-09 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D .Act, 1947 as per Notification No. L-14011/36/2009/IR(DU). The dispute under reference relates to:
- “Whether the demand of the Ayudh Nirmani Vahanchalak Sangh, MP Zone for half an hour rest during working hours to Shri Makhan Singh by the management of Vehicle Factory is legal and justified? If yes, to what relief the workman is entitled to?”

- (42) As per letter dated 30-11-09 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D .Act, 1947 as per Notification No. L-14011/40/2009/IR(DU). The dispute under reference relates to:
- “Whether the demand of the Ayudh Nirmani Vahanchalak Sangh, MP Zone for half an hour rest during working hours to Shri C.B.Singh by the management of Vehicle Factory is legal and justified? If yes, to what relief the workman is entitled to?”
- (43) As per letter dated 30-11-09 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D .Act, 1947 as per Notification No. L-14011/33/2009/IR(DU). The dispute under reference relates to:
- “Whether the demand of the Ayudh Nirmani Vahanchalak Sangh, MP Zone for half an hour rest during working hours to Shri Tahal Singh by the management of Vehicle Factory is legal and justified? If yes, to what relief the workman is entitled to?”
- (44) As per letter dated 30-11-09 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D .Act, 1947 as per Notification No. L-14011/32/2009/IR(DU). The dispute under reference relates to:
- “Whether the demand of the Ayudh Nirmani Vahanchalak Sangh, MP Zone for half an hour rest during working hours to Shri A.U.Abbasi by the management of Vehicle Factory is legal and justified? If yes, to what relief the workman is entitled to?”
- (45) As per letter dated 29-12-09 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D .Act, 1947 as per Notification No. L-14011/48/2009/IR(DU). The dispute under reference relates to:
- “Whether the demand of the Ayudh Nirmani Vahanchalak Sangh, MP Zone for half an hour rest during working hours to Shri Onkar Singh , Leading Hand Fire, Fire Brigade Section by the management of Vehicle Factory is legal and justified? If yes, to what relief the workman is entitled to?”
- (46) As per letter dated 29-12-09 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D .Act, 1947 as per Notification No. L-14011/44/2009/IR(DU). The dispute under reference relates to:
- “Whether the demand of the Ayudh Nirmani Vahanchalak Sangh, MP Zone for half an hour rest during working hours to Shri R.P.Dubey, Fire Engine Driver-I, Fire Brigade Section by the management of Vehicle Factory is legal and justified? If yes, to what relief the workman is entitled to?”
- (47) As per letter dated 29-12-09 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D .Act, 1947 as per Notification No. L-14011/46/2009/IR(DU). The dispute under reference relates to:
- “Whether the demand of the Ayudh Nirmani Vahanchalak Sangh, MP Zone for half an hour rest during working hours to Shri B.P.Sharma, Fire Engine Driver-A, Fire Brigade Section by the management of Vehicle Factory is legal and justified? If yes, to what relief the workman is entitled to?”
- (48) As per letter dated 29-12-09 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D .Act, 1947 as per Notification No. L-14011/47/2009/IR(DU). The dispute under reference relates to:
- “Whether the demand of the Ayudh Nirmani Vahanchalak Sangh, MP Zone for half an hour rest during working hours to Shri T.R.Shukla, Fire Engine Driver-A, Fire Brigade Section by the management of Vehicle Factory is legal and justified? If yes, to what relief the workman is entitled to?”
- (49) As per letter dated 29-12-09 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D .Act, 1947 as per Notification No. L-14011/49/2009/IR(DU). The dispute under reference relates to:
- “Whether the demand of the Ayudh Nirmani Vahanchalak Sangh, MP Zone for half an hour rest during working hours to Shri I. Das Kachhi, Leading Hand Fire, Fire Brigade Section by the

management of Vehicle Factory is legal and justified? If yes, to what relief the workman is entitled to?"

- (50) As per letter dated 29-12-09 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D .Act, 1947 as per Notification No. L-14011/50/2009/IR(DU). The dispute under reference relates to:

"Whether the demand of the Ayudh Nirmani Vahanchalak Sangh, MP Zone for half an hour rest during working hours to Shri Chhidami Lal, Leading Hand Fire, Fire Brigade Section by the management of Vehicle Factory is legal and justified? If yes, to what relief the workman is entitled to?"

- (51) As per letter dated 29-12-09 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D .Act, 1947 as per Notification No. L-14011/45/2009/IR(DU). The dispute under reference relates to:

"Whether the demand of the Ayudh Nirmani Vahanchalak Sangh, MP Zone for half an hour rest during working hours to Shri T.R. Kosta, Fire Engine Driver-A, Fire Brigade Section by the management of Vehicle Factory is legal and justified? If yes, to what relief the workman is entitled to?"

2. Present reference and other 51 reference are received for adjudication. After receiving those reference, notices were issued to the parties. As per order dated 1-5-2013, after hearing counsel for parties, all those 52 references are clubbed with present case R/28/09. Identical statement of claim is filed in all the matters. The term of reference in all the reference is identical, only variation is about name of workman. Present reference R/38/09 is treated as lead case. The case of Ist party workman is that they are working in Fire Fighting cadre on different posts. Fireman Grade II, Fireman Grade-I, Fire Engine Driver, Leading Hand Fire working in the Vehicle Factory, Jabalpur. The post on which they are working involve functions of fire fighting and therefore are commonly termed as Fire Fighting Personnel/staff. That services of fire fighting staff under management are categorized as essential services where the person cannot leave place of work at any point of time during 8 hours shift. Even during period of lunch break, fire fighting personnel is required to be available and present on duty to meet the contingency of outbreak of fire. Because of said characteristics of their service, fire fighting staff are required to work for 8 hours which includes lunch time of half hour. The personnel belonging to non-essential services were allowed to go from duty during half hour lunch time and therefore have to work for an additional 30 minute for have availed 30 minute lunch. Fire fighting personnel remained continuously in duty for 8 hours without any break for lunch. Workman further submits that there are 39 Ordnance Factory situated in country. The vehicle factory, Jabalpur is involved in manufacturing and assembly of vehicles for defence and paramilitary forces. It functions under direct supervisory control of Ordnance Factory Board and Defence Department, the Ministry of Defence. It is covered as industry under Section 2(j) of IDAct amended Act of 1982 not came into force. That Vehicle Factory is covered under Section 2(k) of Factories Act 1948. It is undertaking on regular and continuous basis. Sr.General Manager has ultimate control over affairs of VFJ being occupied defined under Section 2A of Factory Act. Compliance of provisions of Factories Act is required. Ist party workman reiterates that they are working 8 hours without any extra time for lunch. Letter dated 30-12-05 is representing duties of the fire fighting staff. That for non-essential services, the lunch hour has been specifically provided 11 hours to 12 hours, 12 hours to 13 hours but for essential service of fire fighting personnel, the term spot lunch has been mentioned under the column of lunch which means that fire fighting personnel will have to avail lunch at the spot of work as they cannot leave the place of their working. That separate lunch is included within 8 hours of shift duty. It can neither be availed nor provided opportunity for 8 hours shift duty. Duty chart as per shift is shown in Para 11 of the statement of the claim. Present list for duration 28-10-00 to 28-10-06 is produced. It is reiterated that act of the management amounts to violation of Section 51 of Factory Act which prohibits management to compel the worker to work in a factory for more than 48 hours in a week. That at the time of 8 ½ daily shift, workman are made to work, the workman is actually made to work for 51 hours in a week comprising of 6 working days. That they work 3 hours overtime in a week. That repeated representations were submitted by the workman to Sr. General Manager claiming benefit of Additional wages for half hour. He also requested to curtail duty hour to 8 hour which should include half hour for lunch and not duty. No action was taken on their representation. The action of the management amounts to unfair labour practice under Section 25 T, U of ID Act. On such ground, Ist party workman prays that management be directed to pay additional wages/ benefit for additional half hour duty beyond normal 8 hours shift with arrears and claimed 18 % interest.

3. 2nd party filed identical Written Statement in all the references opposing claim of Ist party workman. 2nd party submits that the claim of workman for additional wages for additional 30 minutes duty beyond normal 8 hours duty is not proper. Said claim is opposed by management alleging that the ground contented by workman are vague and not clear. Said claim is opposed by management alleging that the ground contented by workman are vague and not clear.

The claim is too old and there is no justification for raising such dispute at belated stage therefore the claim is liable to be rejected. That services of workmen is an essential category of staff. The factory is registered under Factory Act and MP Factory Rules framed. The duty hour of all the workmen is 8 hours per day. Time of each of the workman depends on nature of work for each detailed i.e. daily shift, rotational shift etc. after 5 hours duty, workman is given 30 minutes interval for rest which is usually used for taking lunch, dinner etc or for rest in the night shift. The duty hours of workman are rotated in shift but in whatever shift he is detailed, his duty hours is 8 hours excluding 30 minutes interval of rest being given after 5 hours continuous work. The claim of workman that break period of 30 minutes should be included in total working hours and if so counted, the duty hours is 8 ½ hours and as such claim extra wages for half hours. Claim of workman is baseless. Every workman is given 30 minutes interval for rest after 5 hours duty which is mandatory as per provisions of Factory Act. During rest period, some workers who are not in essential category staff might be leaving out for lunch etc but they are bound to return for duty after rest period. The essential category of staff is also given rest of 30 minutes after 5 hours of duty, but they do remain within the premises or at their duty place where they have been provided rest room/ canteen facilities etc. Said period is utilized by workman for taking rest/meals could not perform any work. There is no issue that services of workman were utilized during rest period to claim extra wages. Their claim is they are not permitted to go out during half hour rest period/ interval. 2nd party management reiterates as per Section 54 of Factory Act, the period of work of adult workers in factory shall be so fixed that no period shall exceed 5 hours, no worker shall work more than 5 hours before half hour lunch. That all workmen were given 30 minutes rest after 5 hour working. The duty hours of all workmen are 8 hours per day i.e. 48 hours in a week. The claim of Ist party workman deserves to be rejected.

4. Workman filed rejoinder in all the matters reiterating their contentions in statement of claim.

5. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

(i) Whether the demand of the Ayudh Nirmani Vahanchalak Sangh, MP Zone for half an hour lunch from the management of Vehicle Factory for their workmen in all the reference cases since 1973 is legal and justified?	In Negative
(ii) If not, what relief the workman is entitled to?"	Workmen are not entitled to any relief.

REASONS

6. The term of reference in all the reference cases is identical except variation in name of workmen. Demand of Union pertains to half hour time for lunch since the year 1973. The dispute has been referred in the year 2009-2010. As stated earlier, all the references are clubbed with R/38/09 as per order dated 1-5-2013. R/38/09 is the leading case. Ist party filed affidavit of Shri R.K. Sharma, Harish Kumar Pradhan, R.P. Dubey, R.K. sharma in his affidavit of evidence has stated that he was working as fireman and retired on 30-8-2011. That fire fighting services are covered as essential services. Workman in non-essential services worked for 8 hours with one hour lunch time. Workman working in essential services are working for 8 hours 30 minutes with half hour lunch i.e. spot lunch. They cannot go out of the premises during lunch period. That the workmen remains at work place. He doesnot get time for lunches therefore overtime may be allowed for the period of spot lunch and claims that fire fighting staff works 51 hours per week.

7. Affidavit of evidence of Shri Harish Kumar Pradhan & R.P. Dubey are almost identical. Shri R.K. Sharma in his cross-examination says documents Exhibit W-1 to W-3 was obtained from GCF Khamaria, Dehradun by Santosh Kumar. Mr. Raghuvanshi was President of their federation. That he was working in VFJ till 30-8-2011. He was initially appointed on 27-11-90. Shri Naushad in present reference was appointed after 1990. He denies that he was not knowledge since when workman was working in fire brigade. Rather he reiterated that Naushad was working as Fireman Grade II. Naushad was transferred to administration block but he was unable to tell the year. Their work is carried in 3 shifts, each shift is for 8 ½ hours with half hour lunch time. During lunch time, employee cannot leave the spot. Witness was unable to tell about the order issued in that regard. In his further cross, witness says he had worked during lunch time but could not tell its day, month or year. That time of lunch is not fixed. There is facility for rest and tiffin rooms is available in the factory. They are not using room for their lunch/tiffin.

8. Evidence in cross-examination of Harish Kumar Pradhan is almost similar. He says that he was acquainted with Shri Naushad. Naushad was appointed in 1995. He says that contents of his affidavit about half hour lunch time is incorrect. Witness explained that 8 ½ hours period doesnot include lunch time. Lunch time is not fixed. When they get time, they used to take their lunch. Since his joining service, he works for 8 ½ hours every day. he had orally claimed overtime for half hour working. He was unable to tell why dispute was raised belatedly. He denies that his claim is false.

9. Shri R.K. Sharma in his cross-examination says he is working in VFJ since 1983. Since beginning he was working as fireman. He had not claimed overtime wages for working in lunch period. Many times work of fire fighting staff exceeds 8 hours working, its details are given by him. He denies that no work is carried during during lunch time.

10. Management's witness Rajendra Sen in his affidavit of evidence filed in all the cases has given the date of appointments, promotions, retirement. The management's witness further says the VFJ is registered under Factories Act, it is working under control of Defence Ministry, Department of production. That working hours of Ist party workmen are 8 hours. After 5 hours working, all the workmen are given 30 minutes interval/ rest period as per provisions of Factories Act. That fireman employed in the brigade present in the factory premises during working hours and not promoted outside factory premises during break, it doesnot mean that they have to perform duty during rest period. All the workmen got lunch/ rest time of 30 minutes every day after 5 hours working. Any of the workman have not claimed over time wages to lunch period. In his cross, management's witness says except fire fighting staff, all employees are working 8 hours every day with one hour interval for lunch. During lunch period, other staff can go outside, fire fighting staff is given half hour lunch time. During lunch time, they cannot go outside. The lunch time of other staff is 12.30 to 1.30 PM. Half hour lunch time of fire fighting staff is not fixed. During emergency, fire fighting staff continuously work and no lunch time is given. Overtime is allowed to fire fighting staff for working more than 8 hours. The contents of his affidavit that after 5 hours working, break is given is incorrect. The evidence of witness of Ist party is clear that they are given half hour interval for lunch/ rest but they are not allowed to go outside. They are required to stay within factory premises. Any of the witnesses of Ist party have not deposed that during half hour interval/ lunch period, they are required to work every day. the pleadings and evidence of 2nd party is clear that when ever the workmen are required to work more than 8 hours, overtime wages are paid as per provisions of Factories Act. Evidence of management's witness on above point is not shattered.

Section 51 of Factories Act provides- No adult worker shall be required or allowed to work in a *factory* for more than forty-eight hours in any week.

Section 54 provides Subject to the provisions of Section 51, no adult worker shall be required or allowed to work in a factory for more than nine hours in any day

Section 55 provides The periods of work] of adult workers in a factory each day shall be so fixed that no period shall exceed five hours and that no worker shall work for more than five hours before he has had an interval for rest of at least half an hour.

11. The documents produced Exhibit W-1 working in the shift of General employees is shown. Exhibit W-2 shows fire fighting staff working hours are 8hours 30 minutes in a day and 51 hours in a week. Rest/ lunch period is not shown separately. In Exhibit W-3 timing of in and out of the staff is shown. It is not useful for deciding controversy. In Exhibit M-1, shift timings of fire brigade (P) is shown, lunch time is shown 11 to 11.30, 13 to 13.30, 19 to 19.30, 3 to 3.30 for half hour. There is no evidence that during lunch period, workmen are required to work every day. on the other hand, management submits that whenever fire fighting workmen required to work more than 8 hours overtime wages are paid. As firefighting staff is not required to work every day therefore lunch hour of 30 minutes cannot treated as duty period. Therefore the claim of Ist party workmen for additional wages is not justified. At the time of argument, learned counsel for 2nd party Shri Shankaran Nair submitted that Shri Naushad is not examined. Except 3 witnesses of Ist party, other workmen are not examined. Affidavit of evidence filed in other cases are not cross examined. Term of reference in all cases are identical pertains to demand for half an hour lunch for workmen working in fire brigade Section since 1973. Learned counsel for Ist party Shri Salunke submitted that application is submitted by him accepting evidence of 3 witnesses examined in R/38/09, examination of other witnesses is not necessary. That affidavit of management's witness Rajendra Singh filed in other cases. Affidavit filed in all the other cases mentions date of appointment and retirement, promotions. The management's witness in other cases is not cross examined. As per evidence of management's witness in Case No. R/41/09 date of appointment of workman is 19-7-70 and retired on 31-8-08, in R/42/09 date of appointment is 20-11-01 and is still working, in R/45/09 date of appointment is 20-11-01 and retirement is 30-8-2011, in R/46/09 date of appointment is 28-4-76 and retired on 30-9-12, R/47/09 date of appointment is 10-4-78 and retired on 31-5-2010, R/48/09 date of appointment is 7-9-95 and is still working, in R/49/09 date of appointment is 16-8-90 and retired on 30-9-13, in R/50/09 date of appointment is 8-9-95 and is still working, in R/51/09 date of appointment is 2-2-96 and is still working, in R/52/09 date of appointment is 12-10-99 and retired on 16-4-09, in R/53/09 date of appointment is 1-1-1973 and working, in R/82/09 date of appointment is 18-6-05 and is still working, in R/83/09 date of appointment is 27-11-99 and is still working, in R/84/09 date of appointment is 26-12-05 and is still working, in R/85/09 date of appointment is 1-12-76 and retired on 31-7-13, in R/86/09 date of appointment is 25-4-97, promoted on 27-10-15 and is still working, in R/87/09 date of appointment is 19-2-70 and retired on 28-2-08, in R/100/09 appointed on 11-6-73 and promoted on 1-3-08, in R/101/09 appointed on 4-4-05 and is still working, in R/102/09 appointed on 5-4-05 and is still working, in R/103/09 appointed on 12-10-99 and is still working, in R/104/09 date of appointment is 15-11-83 and retired on 31-5-08, in R/105/09 appointed on 5-4-05 and is still working, in R/106/09 appointed on 14-6-83, promoted on 1-11-10 and is still working, in R/107/09

appointed on 15-2-70 and retired on 31-3-09, in R/108/09 appointed on 27-2-78 and retired on 23-10-10, in R/109/09 appointed on 29-2-80 and retired on 31-8-13, in R/1/10 appointed on 21-11-72 and retired on 3-4-2010, in R/2/10 appointed on 6-5-70 and retired on 28-2-09, in R/3/10 appointed on 27-11-70 and retired on 1-4-08, in R/4/10 date of appointment is 27-11-70 and retired on 30-11-07, in R/5/10 date of appointment is 21-11-72 and retired on 28-2-08, in R/6/10 date of appointment is 4-12-72 and retired on 31-10-09 and in R/22/10 date of appointment is 19-2-90 and retired on 8-11-09.

The evidence of management's witness about appointment, promotions, retirement of respective workmen remained unchallenged but it will have no consequence in deciding the dispute whether the workmen are entitled to half hour lunch time/wages for lunch time/rest period. For above reasons, I record my finding in Point No. 1 in Negative.

12. In the result, award is passed as under:-

- (1) The demand of the Ayudh Nirmani Vahanchalak Sangh, MP Zone for half an hour lunch from the management of Vehicle Factory for their workmen in all the reference cases since 1973 is not legal and proper.
- (2) Workmen are not entitled to any relief.

R. B. PATLE, Presiding Officer

नई दिल्ली, 19 अप्रैल, 2017

का.आ. 1095.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मुख्य महाप्रबंधक, दूरसंचार, बीएसएनएल, चेन्नई व अन्य एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 383/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03.04.2017 को प्राप्त हुआ था।

[सं. एल-40011/49/2003-आईआर (डीयू)]

राजेन्द्र जोशी, उप निदेशक

New Delhi, the 19th April, 2017

S.O. 1095.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 383/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure, in the industrial dispute between the employers in relation to the Chief General Manager, Telecom, BSNL, Chennai & others and their workman, which was received by the Central Government on 03.04.2017.

[No. L-40011/49/2003-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Wednesday, the 22nd March, 2017

Present : K.P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 383/2004

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Bharat Sanchar Nigam Ltd. and Two Others and their workman)

BETWEEN :

Sri N. Vivekanandh : 1st Party/Petitioner

AND

1. The Chief General Manager : 2nd Party/1st Respondent
Telecom, BSNL
29, Eldams Road
Now at No. 89, Millers Road
Chennai-600010
2. The General Manager : 2nd Party/2nd Respondent
BSNL
Statesman Building
New Delhi

3. The Chief General Manager : 2nd Party/3rd Respondent
Telecom
BSNL, Tamil Nadu Circle
Anna Salai
Chennai-600002

Appearance :

- For the 1st Party/Petitioner : M/s. Balan Haridas, Advocates
For the 2nd Party/Respondents : Sri D. Simon, Advocate

The Central Government, Ministry of Labour & Employment vide its Order No. L-40011/49/2003-IR (DU) dated 09.07.2004 referred the following Industrial Dispute to this Tribunal for adjudication.

The Schedule mentioned in that order is :

“Whether the action of the management of Telecom Department, BSNL, Chennai in non-regularizing/absorbing the services of the contract labourers numbering seventeen viz. S/Sri G. Ponnu Kalathi, S. Samuel, P. Dili Babu, V. Krishnan, N. Bather, N. Vivekan, E. Elangovan, B. Venkatesan, Ramesh, M. Meganathan, M. Kanniappan, R. Dili Babu, R. Parthasarathy, A. Dhanasekaran, A. Gnana Velu, Ms. Maheswari and Rani is legal and justified and if not, to what relief the workmen/contract labourers are entitled to?”

2. On receipt of the Industrial Dispute this Tribunal numbered it as ID No. 383/2004 and issued notices to both sides. Both sides entered appearance through their counsel and filed Claim and Counter Statement respectively.

3. The averments in the Claim Statement filed by the petitioner in brief are these:

The petitioner is a Registered Trade Union having substantial number of permanent workmen working in BSNL as its members. The dispute is raised on behalf of workmen working in the Office of BSNL Chengalpattu SSA. They are doing Cleaning Work. These workmen are working directly under the control and supervision of BSNL. They are doing the very same work carried out by the permanent employees of the Department. The work done by them is perennial in nature. The workmen cannot be treated as contract labour but have to be treated as part and parcel of the regular service of the Department. All the workmen concerned in the dispute are Class-IV employees for which sponsorship from Employment Exchange is not required. The work performed by them are essential. The so-called contract system is a sham one. The overall control of the workmen including administrative control remained with the Department. The alleged Contractors are regular staff of the Department. They engage the workers, supervise the work, take their attendance and claim and pay their wages. There are regular sanctioned posts for regularizing the workmen concerned in the case. The BSNL is an establishment as per Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act. The concerned workmen having completed 480 days of work in a period of 24 calendar months should be made permanent. An Award may be passed holding that the workmen are entitled to regular absorption in the service of the establishment from the date of their joining, together with continuity of service and attendant benefits.

4. The Respondent has filed Counter Statement contending as below:

The petitioner has no locus-standi to espouse the cause of persons who are not employees of BSNL. The petitioner is not a recognized union. The subject matter of the claim does not relate to the service conditions of any of the employees of BSNL. As such the claim is not maintainable. The Contractors have not been impleaded as parties. So the dispute is bad for non-joinder of necessary parties. It is not correct to state that the concerned workmen are doing work of the same nature as done by regular employees, that the work is perennial in nature, that there is direct control and supervision by the Respondents, that the Contractors are the Officers of BSNL, etc. Though the petitioner has admitted that the workmen are contract labourers they are described as casual labourers doing the work of Class-IV employees. These are mutually inconsistent pleas. In the case of contract labourers there is no supervision or control by the principal employers. The petitioner having admitted that the concerned workmen are contract labourers, the question of their absorption or regularization do not arise. The Respondents have not been prevented from engaging contract labour. The Respondents do not know about the details of the concerned workmen. It is the Contractors who do the work and they only know about the details of their workmen. If the workmen have worked for more than 480 days they are to claim permanency with the Contractors and not with the Respondents. The petitioner is not entitled to any relief.

5. The ID was earlier answered against the petitioner as the petitioner failed to prosecute the case. Subsequently, Vivekan, one of the workmen named in the Schedule of reference (subsequently changed his name as Vivekanandh as per Ext.W13 gazette notification) got the matter restored to file. Now this workman alone is pursuing the dispute.

6. The evidence in the case consists of oral evidence of WW1 and documents marked as Exts.W1 to 29. The Respondents did not adduce any evidence either oral or documentary

7. **The point for consideration is:**

- (i) Whether the action of BSNL in non-regularizing Vivekanandh is justified?
- (ii) What if any is the relief to which he is entitled?"

The Point

9. In the Claim Statement filed the Union has stated that Vivekanandh as well as other workmen concerned in the case were doing cleaning work in the Office of BSNL at Chengalpattu. According to the petitioner though the workmen were working under a contract system it was a sham one. It is stated that all the workmen were under the direct control and supervision of the Telecom Department and subsequently under BSNL. It is further stated that Contractors were all regular employees of the department. The petitioner has claimed absorption of workmen on the ground that the contract under which they were working is sham and nominal and also on the ground that they are entitled to permanency under Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workman) Act as they have completed 480 days of work within a period of 24 calendar months.

10. Vivekanandh, the concerned workman has got himself examined as WW1. In the Proof Affidavit filed by him he has reiterated the case in the Claim Statement. Apart from that he has stated that he had started to work in Sub-Divisional Office at Kancheepuram in August 1998. According to him, though he was termed to be a contract employee he was discharging work which is permanent in nature and was under the direct control and supervision of the Respondents. Though as per the Claim Statement the workmen were doing cleaning work, as stated by WW1 in his affidavit, he was doing the work of Telecom Mechanic and was carrying out works like Line Connection, Rectifying Cable Fault, Repairing Telephone Instruments and Power Plant Module and also Repairing Electrical Appliances. He has stated that he was engaged continuously by the department. He has claimed that he is entitled to be absorbed in BSNL.

11. What are the documents available to substantiate the case of the petitioner? Ext.W1 is a card issued by BSNL and described as Authorization Letter and states that WW1 is a member of the working group of contract labourers of BSNL Telecom Sector at Kancheepuram. Below the signature of Sub-Divisional Engineer a date of 2005 is seen. Thus it is clear that this was issued in 2005. Ext.W2 is a membership card by Tamil Nadu Telecom Contract Workers Union. This does not bear any date. Ext.W3 to Ext.W12 are all employment or experience certificates issued in the name of Officers of BSNL, mostly Sub-Divisional Engineers. Ext.W3 and Ext.W4 are the certificates pertaining to the period prior to the raising of the dispute. One is for the period from 02.08.1999 to 01.02.2000 and the other is for the period from 12.08.1998 to 18.07.1999. Ext.W5 issued in 2001 merely states that WW1 was doing service in Faulting Telephones in Kancheepuram Outdoor Section. Ext.W6 and Ext.W7 are the certificates issued in 2003 to the same effect, the year in which the dispute was raised. Other certificates are of the period after the dispute was raised. There are also appreciations letters marked as Ext.W19 and Ext.W20 issued by the Sub-Divisional Engineers in 2014 and 2015. Ext.W24 and Ext.W25 are some certificates obtained by WW1 from some institutions.

12. Though WW1 claims that he has started to work for the Telecom Department in August 1998, no documents of any kind other than the certificates said to have been issued by the officials are produced by the petitioner to prove that he has been and is working in the establishment. It is surprising that he was not able to produce any document, not only pertaining to the period before the dispute was raised but even in respect of the period after the dispute was raised, though he claims that he continues to work for the Respondents even now. In the absence of any supportive documents to justify the case that WW1 has started to work in August 1998, the certificates produced by him could not be relied upon. These certificates are not proved as such. The veracity of these documents have been questioned on behalf of the Respondents during cross-examination of WW1. In the absence of evidence by those who purportedly issued the certificates there should have been some supportive evidence to justify these documents.

13. The counsel for the petitioner has argued that the burden is upon the Respondents to prove that WW1 has not been working in the establishment. He has referred to the decision of the Apex Court in DIRECTOR, FISHERIES, TERMINAL DEPARTMENT VS. BHIKUBHAI MEGHAJI CHAWDA reported in 2010 1 SCC 47 in this respect. It was a case where the workman has claimed that he has completed 240 days of service. The workman in this case was hired on daily wage basis. The Apex Court has held that the workman would have difficulty in access to all the official documents, muster rolls, etc. in connection with his service, that he having come forward and deposed, the burden shifts to the appellant employer to prove that he did not complete 240 days of service in the requisite year to constitute continuous service. In the present case the very case of WW1 is that he was working on contract basis though the contract is stated to be sham and nominal. He claims to be still working. The case of the Respondents is that the workmen are engaged on contract basis, that there is no employer-employee relationship between the department and

the workmen and that documents are not available with it. The Respondents having put forth a case that they do not have any documents in the absence of employer-employee relationship the petitioner alone can prove his case.

14. In any case WW1 would not be entitled to any relief. The case of WW1 is that he started to work for the Respondents in August 1998. However, even the certificates available only states that WW1 had been working from August, 1999. The case of WW1 is that he was working on contract basis. There is no material to show that the contract is sham. Even if he has completed 480 days of service he would not be entitled to absorption with the Respondents, his service having been with the Contractor.

In view of the above discussion the reference is answered against the petitioner. An Award is passed accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 22nd March, 2017)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner : WW1, Sri N. Vivekanandh
For the 2nd Party/Respondents : Nil

Documents Marked:

On the petitioner's side

Ex.No.	Date	Description
Ext.W1	-	Authorization given by the respondent by mentioning designation
Ext.W2	-	Membership Card
Ext.W3	03.03.2000	Employment Certificate issued by the Sub-Divisional Engineer (OD/North Telephone Exchange, Kancheepuram for the period of work from 12.08.1998 to 01.02.2000
Ext.W4	10.11.2000	Employment Certificate for the period of work from 12.08.1998 to 18.07.1999
Ext.W5	06.10.2001	Experience Certificate issued by the Sub-Divisional Engineer
Ext.W6	20.01.2003	Experience Certificate
Ext.W7	18.02.2003	Experience Certificate issued by the Sub-Divisional Engineer, Wallajabad
Ext.W8	02.02.2003	Employment Certificate for the period of employment from 04.06.2003 to 31.12.2003
Ext.W9	11.05.2004	Experience Certificate issued by the Sub-Divisional Engineer, Phones, Kancheepuram
Ext.W10	22.01.2008	Experience Certificate issued by the Sub-Divisional Engineer, Wallajabad
Ext.W11	05.09.2008	Employment Certificate issued by the TNWBD
Ext.W12	18.06.2009	Employment Certificate issued by the Junior Telecom Officer, Walajabad
Ext.W13	30.12.2009	Gazette Notification dated regarding Change of my name
Ext.W14	01.02.2010	Order issued by the Respondent regarding revision of wages for temporary status Mazdoors/Casual Labour
Ext.W15	30.01.2011	Employment Certificate
Ext.W16	25.02.2011	Employment Certificate
Ext.W17	22.06.2012	Order on O.A. No. 156 & 157/2012
Ext.W18	21.02.2014	Letter of Sub-Divisional Engineer in respect of issue of Election pass to the BSNL Staff who have been given election duty
Ext.W19	06.08.2014	Appreciation letter issued by the Sub-Divisional Engineer
Ext.W20	23.06.2015	Appreciation letter issued by the Sub-Divisional Engineer
Ext.W21	25.06.2015	Community Certificate issued by the Tahsildar
Ext.W22	03.07.2015	Representation made by the petitioner
Ext.W23	14.08.2015	Representation made by the petitioner
Ext.W24	30.04.1999	Certificate recognized by the Department of Employment and Training, Madras
Ext.W25	21.01.2002	Certificate of Training in Office Automation
Ext.W26	21.03.2010	Reply of Parliaments Question regarding contract Labour

Ext.W27	-	Experience Certificate
Ext.W28	May 2009	B.Com degree issued by Madras University
Ext.W29	01.01.2010	Revision of wages for casual Labour

On the Management's side

Ex.No.	Date	Description
	Nil	

नई दिल्ली, 19 अप्रैल, 2017

का.आ. 1096.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मुख्य महाप्रबंधक, बीएसएनएल, तमिलनाडु सर्किल, मदुरै व अन्य एवं उनके कर्मचारी के प्रबंधन के संबंधित नियोजकों और उनक कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 113/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03.04.2017 को प्राप्त हुआ था।

[सं. एल-40011/14/2003-आईआर (डीयू)]

राजेन्द्र जोशी, उप निदेशक

New Delhi, the 19th April, 2017

S.O. 1096.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 113/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in Annexure, in the industrial dispute between the employers in relation to the Chief General Manager, BSNL, Tamil Nadu Circle, Madurai and their workman, which was received by the Central Government on 03.04.2017.

[No. L-40011/14/2003-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI**

Wednesday, the 22nd March, 2017

Present : K.P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 113/2003

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Bharat Sanchar Nigam Ltd. and Another and their workman)

BETWEEN :

The Circle Secretary : 1st Party/Petitioner Union
BSNL Employees Union
No. 3/71, 4th Street, Raghava Nagar
Madipakkam
Chennai-600091

AND

1. The Chief General Manager : 2nd Party/1st Respondent
BSNL, Tamil Nadu Circle
Anna Salai
Chennai-600002
Bibikulam
Madurai-625002
2. The General Manager, Telecom : 2nd Party/2nd Respondent
BSNL, No. 2, V.P.
Rathinasamy Nadar Road
Bibikulam
Madurai-625002

Appearance :

- For the 1st Party/Petitioner Union : M/s. K.M. Ramesh, Advocates
 For the 2nd Party/Respondents : Sri D. Simon, Advocate

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-40011/14/2003-IR (DU) dated 20.06.2003 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the workers M. Parasakthi, S. Murugesan and P. Sundari are entitled for regularization by the Telecom Department, Madurai? If so, the relief they are entitled to?”

2. On receipt of the Industrial Dispute this Tribunal numbered it as ID 113/2003 and issued notices to both sides. Both sides entered appearance through their counsel and filed Claim and Counter Statement respectively.

3. The averments in the Claim Statement filed by the petitioner in brief are these:

The petitioner is a Registered Trade Union having substantial number of permanent workmen working in BSNL as its members. The dispute is raised on behalf of workmen working in the Office of BSNL, Madurai. They are doing Sweeping and Cleaning Work. These workmen are working directly under the control and supervision of BSNL. They are doing the very same work carried out by the permanent employees of the Department. The work done by them is perennial in nature. The workmen cannot be treated as contract labour but have to be treated as part and parcel of the regular service of the Department. All the workmen concerned in the dispute are Class-IV employees for which sponsorship from Employment Exchange is not required. The work performed by them are essential. The so-called contract system is a sham one. The overall control of the workmen including administrative control remained with the Department. The alleged Contractors are regular staff of the Department. They engage the workers, supervise the work, take their attendance and claim and pay their wages. There are regular sanctioned posts for regularizing the workmen concerned in the case. The BSNL is an establishment as per Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act. The concerned workmen having completed 480 days of work in a period of 24 calendar months should be made permanent. An Award may be passed holding that the workmen are entitled to regular absorption in the service of the establishment from the date of their joining, together with continuity of service and attendant benefits.

4. The Respondent has filed Counter Statement contending as below:

The petitioner has no locus-standi to espouse the cause of persons who are not employees of BSNL. The petitioner is not a recognized union. The subject matter of the claim does not relate to the service conditions of any of the employees of BSNL. As such the claim is not maintainable. The Contractors have not been impleaded as parties. So the dispute is bad for non-joinder of necessary parties. It is not correct to state that the concerned workmen are doing work of the same nature as done by regular employees, that the work is perennial in nature, that there is direct control and supervision by the Respondents, that the Contractors are the Officers of BSNL, etc. Though the petitioner has admitted that the workmen are contract labourers they are described as casual labourers doing the work of Class-IV employees. These are mutually inconsistent pleas. In the case of contract labourers there is no supervision or control by the principal employers. The petitioner having admitted that the concerned workmen are contract labourers, the question of their absorption or regularization do not arise. The Respondents have not been prevented from engaging contract labour. The Respondents do not know about the details of the concerned workmen. It is the Contractors who do the work and they only know about the details of their workmen. If the workmen have worked for more than 480 days they are to claim permanency with the Contractors and not with the Respondents. The petitioner is not entitled to any relief.

4. The evidence in the case consists of oral evidence WW1 and WW2 and MW1 and documents marked as Ext.W1 to Ext.W9 and Ext.M1 to Ext.M8.

5. **The points for consideration are :**

“Whether the workmen concerned in the case are entitled to the relief of regularization in the Respondent establishment as claimed?”

The Point

6. The Petitioner Union has raised the dispute on behalf of three workmen who are said to be doing Sweeping and Cleaning Work in the Madurai Office of BSNL. According to the Petitioner Union these workmen have been continuously working for the Respondent establishment for a long time. Though they were made to work under a

contract system, the contract is said to be a sham one. They are stated to be working directly under the control and supervision of the officials of the Respondent. According to the petitioner all the workmen have completed more than 480 days of work within a period of 24 calendar months and are entitled to the benefit of Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act also.

7. One of the workmen has been examined by the petitioner to substantiate the case. He has given evidence on behalf of other workmen as well. There is also the evidence of WW2, an Office Bearer of the Petitioner Union. His evidence is intended to meet the case of the Respondent that the Petitioner Union has no locus-standi to raise the dispute.

8. WW1 has stated in the affidavit in lieu of Chief Examination filed by him that he is discharging the work of delivery of telegrams and the other two members were discharging the work of housekeeping, scavenging, etc. According to the witness, the other two workmen were deprived of job during the pendency of the ID. According to him, all of them were getting wages directly from the erstwhile Telecom Department and subsequently from BSNL. He has claimed that all of them are entitled to get permanent status in the Respondent establishment.

9. It is to be seen whether the documents justify the case put forth by WW1. Ext.W1 is an order approving payment of coolie charges for the work of Sweeping, Cleaning, etc. at Telegraph Office at Dindigul. Ext.W2 states coolie charges for delivery of telegram is fixed at the rate of Rs. 10/- Both these documents are of the year 2000. Ext.W3 refer to the names of certain persons as those who were engaged for doing the work of Sweeping, of Watchman, etc. in January 2000. However, the name of none of the concerned workmen are found in this. Ext.W4 contains ACG-17 receipts one each, in the name of Sundari and Parasakthi, the other workmen involved in the ID. These are of August 1999. There are also some details showing payment to WW1 for intermittent days. Ext.W4 (series) contain details of telegrams delivered by WW1 during the period from April 2000 to October 2002. These are almost continuous with gaps of certain days. However, for certain days more than one delivery receipts are there. These set of receipts probably shows that WW1 was working in the establishment throughout from 2000 to 2002 in which year dispute was raised. However, these are not sufficient to establish the case that the contract work in which he was engaged was a sham one. Even if these would show that WW1 had worked continuously for 480 days he is not entitled to the relief of regularization or absorption claimed. The very case in the petition is that the workers were engaged through a Contractor, though the contract is alleged to be a sham one. So in any case a relief could not be granted to the petitioner.

In view of the above discussion the reference is answered against the petitioner. An Award is passed accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 22nd March, 2017)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner Union : WW1, Sri S. Murugesan
WW2, Sri Srinivasan

For the 2nd Party/Respondents : MW1, Sri S. Selvaraj

Documents Marked:

On the petitioner's side

Ex.No.	Date	Description
Ext.W1	18.08.1999	Pay + Coolie Charges
Ext.W2	29.03.2000	Coolie Register from delivery of Telegrams
Ext.W3	Jan.2000	Coolie engaged for the January 2000
	Jan.2001	Coolie engaged for the January 2001
Ext.W4	18.08.1999	ACG 17
	-	Payments Vouchers
	-	Messengers Delivery Receipt
	April 2000 To October 2002	The number of Telegram delivered by the S. Murugan

Ext.W5	-	Work Days
Ext.W6	-	Annexure to the 2(K) petition
Ext.W7	31.08.2000	Photo graph of TRC Annual dated 31.08.2002 wherein the petition in this ID.R.Sundari, S.Murugan, M.Parasakthi alongwith JTO-in-Charge, TM-in-charge and other official of BSNL.
Ext.W8	-	Bye-laws of the Union
Ext.W9	30/31 Oct'2001	Resolution of the union

On the Management's side

Ext.No.	Date	Description
Ext.M1	24.12.1992	Copy of DOT, New Delhi letter no. 29-18/91-SRT dated 24.12.1992 addressed to CGMR, Calcutta Phones and Endorsement No. E.1/107/Blgs/92-93/3 dated TR-1 the 2.02.1993
Ext.M2	30.03.1985	Office of the Director General Posts & Telegraphs regarding ban order for recruitment of casual labours.
Ext.M3	25.07.1989	Letter from Chief General Manager, Telecommunications, Tamil Nadu Circle, Madras-600002 regarding eligibility of casual labour to become office bearer of the Unions
Ext.M4	-	Copy of Page 137 of Appendix 3 from P&T Manual Vol.III
Ext.M5	-	Copy of Appendix No. 3 – Preservation of Records
Ext.M6	05.11.2001	Letter from BSNL to All Chief General Managers regarding adoption of the existing Appointing Authorities in respect of absorption of Group C and D staff in BSNL
Ext.M7	-	Copy of Appendix 13A at Page 426 of Financial & Hand Book of P&T Rules which deals with Rule-331
Ext.M8	-	Copy of letter from CGM, Telecom, Chennai to all Subordinate Offices

नई दिल्ली, 19 अप्रैल, 2017

का.आ. 1097.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार महाप्रबंधक, बीएसएनएल, थंजावुर एवं उनके कर्मचारी के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 386/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03.04.2017 को प्राप्त हुआ था।

[सं. एल-40011/53/2003-आईआर (डीयू)]

राजेन्द्र जोशी, उप निदेशक

New Delhi, the 19th April, 2017

S.O. 1097.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 386/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in Annexure, in the industrial dispute between the employers in relation to the General Manager, BSNL, Thanjavur and their workman, which was received by the Central Government on 03.04.2017.

[No. L-40011/53/2003-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI**

Wednesday, the 22nd March, 2017

Present : K.P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 386/2004

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Bharat Sanchar Nigam Ltd. and their workman)

BETWEEN :

The Circle Secretary : 1st Party/Petitioner Union
 BSNL Employees Union
 21/10, RK Srinivas Apartments
 Bharatiyar 1st Street
 Pazhavanthangal
 Chennai-600114

AND

The General Manager : 2nd Party/Respondent
 BSNL, Telephone Bhawan, Trichy Road
 Thanjavur

Appearance:

For the 1st Party/Petitioner Union : M/s. K.M. Ramesh, Advocates
 For the 2nd Party/Respondents : Sri D. Simon, Advocate

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-40011/53/2003-IR (DU) dated 06.07.2004 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the demand of the BSNL Employees Union from the management of BSNL, Thanjavur for regularization/absorption of Sri T. Padmanabhan and 12 Others contract labour (as per the Annexure) is legal and justified? If so, to what relief the workmen are entitled to and from which date?”

2. On receipt of the Industrial Dispute this Tribunal numbered it as ID 386/2004 and issued notices to both sides. Both sides entered appearance through their counsel and filed Claim and Counter Statement respectively.
3. The averments in the Claim Statement filed by the petitioner in brief are these:

The petitioner is a Registered Trade Union having substantial number of permanent workmen working in BSNL as its members. The dispute is raised on behalf of workmen working in the Office of Telecommunications, BSNL, Thanjavur. These workmen are doing the work of delivery of telegrams. These workmen are working directly under the control and supervision of BSNL. They are doing the very same work carried out by the permanent employees of the Department. The work done by them is perennial in nature. The workmen cannot be treated as contract labour but have to be treated as part and parcel of the regular service of the Department. All the workmen concerned in the dispute are Class-IV employees for which sponsorship from Employment Exchange is not required. The work performed by them are essential. The so-called contract system is a sham one. The overall control of the workmen including administrative control remained with the Department. The alleged Contractors are regular staff of the Department. They engage the workers, supervise the work, take their attendance and claim and pay their wages. There are regular sanctioned posts for regularizing the workmen concerned in the case. The BSNL is an establishment as per Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act. The concerned workmen having completed 480 days of work in a period of 24 calendar months should be made permanent. An Award may be passed holding that the workmen are entitled to regular absorption in the service of the establishment from the date of their joining, together with continuity of service and attendant benefits.

4. The Respondent has filed Counter Statement contending as below:

The petitioner has no locus-standi to espouse the cause of persons who are not employees of BSNL. The petitioner is not a recognized union. The subject matter of the claim does not relate to the service conditions of any of the employees of BSNL. As such the claim is not maintainable. The Contractors have not been impleaded as parties. So the dispute is bad for non-joinder of necessary parties. It is not correct to state that the concerned workmen are doing work of the same nature as done by regular employees, that the work is perennial in nature, that there is direct control and supervision by the Respondents, that the Contractors are the Officers of BSNL, etc. Though the petitioner

has admitted that the workmen are contract labourers they are described as casual labourers doing the work of Class-IV employees. These are mutually inconsistent pleas. In the case of contract labourers there is no supervision or control by the principal employers. The petitioner having admitted that the concerned workmen are contract labourers, the question of their absorption or regularization do not arise. The Respondents have not been prevented from engaging contract labour. The Respondents do not know about the details of the concerned workmen. It is the Contractors who do the work and they only know about the details of their workmen. If the workmen have worked for more than 480 days they are to claim permanency with the Contractors and not with the Respondents. The petitioner is not entitled to any relief.

5. The evidence in the case consists of oral evidence of WW1 and WW2 and MW1 and documents marked as Ext.W1 to Ext.10 and Ext.M1 to Ext.M12.

6. **The point for consideration is:**

Whether the concerned workmen are entitled to absorption as claimed?

The Point

7. The petitioner union has raised the dispute on behalf of 13 workmen whose names and other details are given in the annexure to the Schedule of reference. As seen from the annexure, these workmen are doing the work of telegram delivery. The date on which they have started to work in the Department of Telecom are also given in the annexure. According to the petitioner, though the concerned workmen are purportedly working as contract labour, they were directly paid by the Respondent and were under the direct control and supervision of the officials of the Respondent. It is stated that the so-called contract system is only a camouflage. The petitioner has claimed that the workmen are entitled to be absorbed with BSNL, the present establishment as the contract system in which they are working is a sham one and also because they have completed more than 480 days of continuous work with the Respondent within a period of 24 calendar months.

8. One of the workmen named in the annexure to the Schedule of reference has been examined as WW1. He has reiterated the case in the Claim Statement in the Proof Affidavit filed by him. He has stated in the Proof Affidavit that the workmen including him do not even know who the Contractors are. He has further stated that if there is a Contractor the workers have no objection in the Management bringing him as a party to the dispute. WW1 has asserted that all the concerned workmen are working under the direction and control of the officials of the Respondent. He has also named the officials who are said to have extracted work from the workmen. The evidence given by WW1 is intended to be on behalf of the other workmen concerned as well.

9. Though evidence is given by WW1 on behalf of other workmen as well documents pertaining to others are not available. Except for evidence given by WW1 there is nothing to show that the other workmen had been continuously working for the Respondent that they have been getting payment from the Respondent and that they have worked for more than 480 days within a period of 24 calendar months. In fact there is nothing to substantiate the case on behalf of those other workmen. So their case for absorption has to be rejected at the outset itself.

10. The documents in respect of WW1 are produced by the petitioner. Ext.W1 consists of several telegram delivery payment vouchers. These show direct payment by Sub-Divisional Engineer to WW1. Ext.W1 consists of vouchers starting from July 1998. Such vouchers are available for a period up to 2002. These vouchers show the dates on which WW1 had done the work of delivery of telegrams as well, apart, apart the amount paid. It could be seen from the vouchers that he was working continuously, almost on all days. Ext.W2 is document described as Duty Chart. This gives the names of WW1 and some others. This contains the signature of Sub-Divisional Engineer of Thanjavur also. This would show that WW1 was in the establishment in 2002 and 2003 as well. Ext.W4 is a document by the Sub-Divisional Engineer stating that WW1 is deputed to work at Camp Office on the eve of Maha Kumbabhishekam of Mariamman Koil on 27.06.2004. This shows WW1 continuously worked in the establishment even after the dispute was raised. Ext.W3 is the certificate issued by the Sub-Divisional Engineer, Thanjavur stating that WW1 and some others have done housekeeping work satisfactorily in the month of January 2005. Ext.W6 is said to be the details of sweeping work done by WW1. This starts from July 2003. It is admitted by WW1 during his cross-examination that this is a document prepared by him. The document contains only some signatures as that of the officials. However, WW1 has stated specifically that these are signatures put by the officials of the Respondent. He has given the names of the officials. There is no necessity to view this document with suspicion. Thus this also justifies the case that WW1 was continuously working for the Respondent establishment. Ext.W7 is said to be the document showing that WW1 has worked as Telegram Messenger. However, this does not show his name or the signature of any officials. Even as admitted by WW1 this was prepared by him so the authenticity of this document could not be asserted. However even without this it is clear from the documents referred to that WW1 was continuously working for the Respondent or the erstwhile Telecom Department at least from July 1998. As seen from his evidence he is still working for BSNL.

11. The Respondent has stated in the counter statement as well as through the evidence given by MW1 on its behalf that work was carried out by contract labour and there was never employer-employee relationship between it and the concerned workman. However, the documents reveal that WW1 was paid directly by the Respondent. When acceptable evidence is produced by the petitioner to show that WW1 was working directly, it is for the Respondent to prove otherwise.

12. The Respondent has been harping on the fact that there was a notification banning direct employment of casual workers even in the year 1985. Ext.M2 is the notification regarding this. However, it could be seen from the documents produced that in spite of the ban direct employment was prevalent. As could be seen, WW1 received payment directly from the Respondent. So the contract system, if any claimed by the Respondent could only be a sham one.

13. There is a contention for the Respondent that the Petitioner Union has no locus-standi to raise the dispute. According to the Respondent the Union cannot take up the cause of workmen who are not its members or of those who are not employees of BSNL. MW1 has stated that Ext.M1 is the letter of the General Manager, Telecom, Tamil Nadu Circle stating that only employees of BSNL can become members of the Union. The petitioner has examined WW2 to meet this case of the Respondent. WW2 is the Circle Treasurer of the Petitioner Union. Ext.W8, the bye-laws of the Union and Ext.W9, a copy of the resolution passed by the Union are marked through WW2. This witness has stated that as per the bye-laws of the Union, the Union is entitled to espouse the cause of BSNL employees in general. There is also the resolution by which the Union has decided to take up the cause of the concerned workmen. So the case of the Respondent that the petitioner has no locus-standi to raise the dispute is to be rejected.

14. WW1 has been working for the Respondent at least from July 1998 as discussed. He still continues to work for the Respondent, So his claim for absorption in the establishment is only reasonable. The contract system having been found a sham one, he is entitled to be absorbed as an employee of the Respondent. Relief in favour of WW1 is moulded based on the period from which he has started to work. Accordingly an Award is passed as below:

WW1 shall be absorbed in the Respondent establishment in his present position within two months from the publication of the Award.

The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 22nd March, 2017)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner Union : WW1, Sri S. Gopalakrishnan
WW2, Sri K. Srinivasan

For the 2nd Party/Respondents : MW1, Sri K. Chandramohan

Documents Marked:

On the petitioner's side

Ex.No.	Date	Description
Ext.W1	-	Telegram delivery Payment Vouchers
Ext.W2	-	Duty Chart
Ext.W3	27.06.2004	Deputation Certificate
Ext.W4	01.02.2005	Certificate of House keeping Work issued by the respondent for Jan.2005
Ext.W5	-	Annexure to 2(K) petition
Ext.W6	-	Duty performed by Gopalakrishnan
Ext.W7	-	Employment as Telegram Messenger
Ext.W8	-	Bye-laws of the Union
Ext.W9	30/31 Oct'2001	Resolution of the union
Ext.W10	21.03.2006	Lok Sabha Admitted Provisional Starred Question Dy. No. 10145 for 19.12.2005 by Shri Ganesh Singh regarding regularization of contract Workers.

On the Management's side

Ext.No.	Date	Description
Ext.M1	24.12.1992	Copy of DOT, New Delhi letter no. 29-18/91-SRT dated 24.12.1992 addressed to CGMR, Calcutta Phones and Endorsement No. E.1/107/Blgs/92-93/3 dated TR-1 the 02.02.1993
Ext.M2	30.03.1985	Office of the Director General Posts & Telegraphs regarding ban order for recruitment of casual labours.
Ext.M3	25.07.1989	Letter from Chief General Manager, Telecommunications, Tamil Nadu Circle, Madras-600002 regarding eligibility of casual labour to become office bearer of the Unions
Ext.M4	-	Copy of Page 137 of Appendix 3 from P&T Manual Vol.III
Ext.M5	-	Copy of Appendix No. 3 – Preservation of Records
Ext.M6	05.11.2001	Letter from BSNL to All Chief General Managers regarding adoption of the existing Appointing Authorities in respect of absorption of Group C and D staff in BSNL
Ext.M7	-	Copy of Appendix 13A at Page 426 of Financial & Hand Book of P&T Rules which deals with Rule-331
Ext.M8	-	Copy of letter from CGM, Telecom, Chennai to all Subordinate Offices
Ext.M9	20.11.2004	Copy of the agreement entered into between BSNL and M/s. Pudukkottai Security Service Contractor.
Ext.M10	01.05.2003	Certificate of Registration, Form II (See Rule -18 (1))
Ext.M11	22.06.1995	Copy of the document of prescribed procedure to be followed by the Department in the appointment of Group "D" employees category.
Ext.M12	30.06.2006	Online Consultancy Services.

नई दिल्ली, 19 अप्रैल, 2017

का.आ. 1098.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार महाप्रबंधक, बीएसएनएल, ग्रेज हिल्स, कूनूर व अन्य एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 73/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03.04.2017 को प्राप्त हुआ था।

[सं. एल-40012/24/2005-आईआर (डीयू)]

राजेन्द्र जोशी, उप निदेशक

New Delhi, the 19th April, 2017

S.O. 1098.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 73/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in Annexure, in the industrial dispute between the employers in relation to the General Manager, BSNL, Grays Hills, Coonoor and others and their workman, which was received by the Central Government on 03.04.2017.

[No. L-40012/24/2005-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
CHENNAI**Wednesday, the 22nd March, 2017**Present : K. P. PRASANNA KUMARI, Presiding Officer**

Industrial Dispute No. 73/2005

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of Bharat Sanchar Nigam Ltd. and Three Others and their workman)

BETWEEN :

The Circle Secretary : 1st Party/Petitioner Union
BSNL Employees Union,
R.K. Srinivas Appetts.
No. 21, Bharathiyar First Street
Pazhavanthangal
Chennai-600114

AND

1. The General Manager : 2nd Party/1st Respondent
BSNL, Grays Hills
Coonoor
2. The Chief General Manager : 2nd Party/2nd Respondent
BSNL, Tamil Nadu Telecom Circle,
Annasalai
Chennai-600002
3. The Chairman & Managing Director : 2nd Party/3rd Respondent
BSNL, Statesman House
New Delhi-110001
4. The Chief General Manager, Telecom : 2nd Party/3rd Respondent
BSNL, Tamil Nadu Circle
Anna Salai
Chennai-600002

Appearance:

For the 1st Party/Petitioner Union : M/s. K.M. Ramesh, Advocates
For the 2nd Party/Respondents : Sri D. Simon, Advocate

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-40012/24/2005-IR (DU) dated 11.08.2005 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the action of the management of Telecom Department, BSNL, Chennai in non-regularizing/absorbing the services of Sri M. Ganeshan and 9 Others (Annexure) contract labourers is legal and justified and if not, to what relief the workmen/contract labourers are entitled to?”

2. On receipt of the Industrial Dispute this Tribunal numbered it as ID 73/2005 and issued notices to both sides. Both sides entered appearance through their counsel and filed Claim and Counter Statement respectively.
3. The averments in the Claim Statement filed by the petitioner in brief are these:

The Petitioner is a registered Trade Union having substantial number of permanent workmen working in BSNL as its members. The employees concerned in the dispute are doing Line Work under the Respondents. The employees are working through the alleged Contractor. Even though the Contractors changed often these employees continued to work for the Respondents. The nature of duties performed by the employees are the same as carried out by the permanent employees of the Telecom Department. The work done by them is perennial in nature. The alleged contractors in most of the cases are one of the employees of the Respondents. The concerned employees cannot be treated as contract labourer. The so-called contract system is a sham one. The overall control of the employees was with the Telecom Department. The so-called contract labour system is only camouflage. There are sanctioned posts for regularizing the employees concerned in the case. The Respondent establishment is one that comes under Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workman) Act. All the employees have completed 480 days of service in a period of 24 calendar months. They are entitled to be made permanent. An Award may be passed

holding that the workmen are entitled to absorption in the service of the Respondents from the date of their joining service, together with continuity of service and attendant benefits.

4. The Respondents have filed Counter Statement contending as below

The petitioner is not concerned with the persons on whose behalf the dispute is raised. The BSNL Union is not expected to take up the cause of those who are not members of the Union nor are the employees of the Department of Telecom or BSNL. The BSNL is not precluded from engaging Contractors to get certain items of work done. The Respondents are not responsible for the workers engaged by the Contractors. The work is extracted through the Contractors on work contract basis. The contentions in the Claim Statement are denied. The petitioner is not entitled to any relief.

5. The evidence in the case consists of oral evidence of WW1 and documents marked as Ext.W1 to Ext.W3. The Respondents did not adduce any evidence either oral or documentary.

6. **The point for consideration is:**

Whether the concerned workmen are entitled to the relief of absorption as claimed?

The Point

7. The dispute is raised on behalf of 10 workmen whose names are given in the annexure to the Schedule of reference. According to the petitioner the workmen whose names are given in the Schedule of reference are working as Linemen with the Respondents. The date of joining are also shown in the annexure to the Schedule of reference. As per the annexure they have started to work in different years in between 1989 and 2001. The petitioner has claimed that the concerned workmen are entitled to be absorbed with the Respondents. It is stated that though they were working through the alleged Contractor, the so-called contract system is a camouflage and the contract is a sham one. Permanency is claimed also on the basis of Tamil Nadu Industrial Establishment (Conferment of Permanent Status) Act.

8. One of the concerned workmen has been examined as WW1. He has stated in the Affidavit in lieu of Chief Examination filed by him that workmen other than himself and one Prashant are not pursuing the case. Out of the other 8 workmen, one Ramesh Kumar is said to be contesting the case in another ID. Others are said to be not interested in the dispute any more.

9. WW1 has stated that he is at present working in the Office of the Sub-Divisional Engineer, Coonoor. The other workman, C. Prashant on whose behalf also he is giving evidence is said to be working in the Office of the Sub-Divisional Engineer, Kothagiri. He has further stated that he is doing Line Work, Cable Jointing Work and Exchange Maintenance Work for the past 17 years. For the last 2 years he was working in the office taking care of dispatch of letters and delivery of letters and messages. Prashant also is said to be doing Line Work and Cable Jointing Work at Kothagiri for the last 8 years. WW1 has also stated that both of them have been working continuously and have completed more than 480 days of continuous service in a period of 24 calendar months long ago and they should be deemed to have attained permanent status as per the provisions of Tamil Nadu Industrial Establishment (Conferment of Permanent Status) Act. He has further stated that the so-called contract system is a sham one and that the Contractor through whom they are paid is only a name lender.

10. Though WW1 has given evidence on behalf of one Prashant as well, apart from what he has stated in the Proof Affidavit no evidence is available at all to show that Prasanth has been working for the Respondents for a long time, either through a Contractor or directly. Ext.W1 and Ext.W2 on the side of the petitioner do not make mention of the name Prashant at all. Ext.W3 is a document of 2015 which is not of any use in establishing the case put forth in the Claim Statement. Even in Ext.W3 Prashant is shown as a person who has worked in leave vacancy for 8 days in April 2015 and has collected the amount due to him for these days. This workman has not come forward to present his case before this Tribunal. There is absolutely no evidence available to establish the case on behalf of Prashant.

11. Though some documents are marked on behalf of WW1 these are not helpful in establishing the case. Ext.W2 are the extracts from a Despatch Register for the period from 19.10.2010 to 29.10.2010. The document gives the name of WW1 though it will not reveal that this has got anything to do with the Respondents. Ext.W1 is the only document of the period prior to the raising of the dispute. This is said to be the work diary maintained by WW1 for the period from 01.09.1999 to 30.11.2001. Unfortunately this document containing 13 sheets, also do not contain any seal of the Respondents or anything to show that this has originated from the Office of the Respondents. Even assuming that these documents pertain to the Office of the Respondents these are not sufficient to prove the case set up by WW1. The first page in Ext.W1 presumably shows the date on which he started work in September, 1999 and the date on which he closed his work in the month. The total days of work are shown as 25. The subsequent pages reveal that he had worked in different months for different number of days. There was never consistency in the number of days he had worked each month. If it is 7 days in one month, it is 12 in another, 20 in another and 15 in another and so on.

Apart from this is the fact that Ext.W1 series which is said to be for the period from 01.09.1999 to 30.11.2001 would not even show that he had worked consistently in all the months during the period. It does not show in which office he had worked, under whom he had worked, whether it was under a Contractor or whether it was directly under the Respondents. Even the claim of the petitioner that WW1 had worked for more than 480 days within a period of 24 calendar months is not established by this. What WW1 has stated during his cross-examination is that he had worked for 480 days from the year 1999 to 2005. So even the claim that work of 480 days has been completed within a period of 24 calendar months before the dispute was raised is not established. In any case the very case in the Claim Statement is that the work is done through the Contractor and payment is made through a Contractor who is just a name-lender. Thus, the case is that there is a contract system even though it is a sham one. So it is for the petitioner to establish it to be sham. There is no evidence in this respect also. The case being that the work is done through the Contractor, the Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workman) Act for conferment of permanent status to workmen does not apply also. Thus, viewed from any angle the petitioner has failed to establish the case. The petitioner is not entitled to any relief.

In view of the above discussion the reference is answered against the petitioner. An Award is passed accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 22nd March, 2017)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner Union : WW1, Sri G.SelvaKumar
For the 2nd Party/Respondents : Nil

Documents Marked:

On the petitioner's side

Ex.No.	Date	Description
Ext.W1	-	Work Diary maintained by G.SelvaKumar for the period 01.09.1999 to 30.11.2001, 13 Sheets (W1 Series)
Ext.W2	-	Extras from dispatch register for the period 19.10.2010 to 20.10.2010, 4 Sheets (W2 Series)
Ext.W3	Aril, 2015	Statement containing the Names of workmen with No. of days worked and the Amount paid to them (W3 Series)

On the Management's side

Ext.No.	Date	Description
	Nil	

नई दिल्ली, 19 अप्रैल, 2017

का.आ. 1099.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार साइट कार्यकारी निदेशक, राजस्थान परमाणु ऊर्जा स्टेशन इकाई, कोटा, राजस्थान एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर के पंचाट (संदर्भ संख्या 11/2016) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28.10.2016 को प्राप्त हुआ था।

[सं. एल-42011/68/2012-आईआर (डीयू)]

राजेन्द्र जोशी, उप निदेशक

New Delhi, the 19th April, 2017

S.O. 1099.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 11/2016) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur as shown in Annexure, in the industrial dispute between the employers in relation to the Site Executive Director, Rajasthan Atomic Power Station Station Unit, Kota, Rajasthan and their workman, which was received by the Central Government on 28.10.2016.

[No. L-42011/68/2012-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR

BHARAT PANDEY, Presiding Officer

I.D. 11/2016

Reference No. L- 42011/68/2012-IR (DU) Dated: 19.2.2013/20.2.2013

The General Secretary
Anushakti D R Shramik sangh, Rawatbhata,
Main Road, Near Police Station,
Distt. Chittod, Rawatbhata (Kota).

V/S

The Site Executive Director
Rajasthan Atomic Power Station Unit
R R site, Anushakti via Kota (Raj.)
Kota (Rajasthan)- 323305.

AWARD

30.9.2016

1. The Central Government in exercise of the powers conferred under clause (d) of Sub Section 1 & 2 (A) of Section 10 of the Industrial Disputes Act 1947 has referred the following Industrial dispute to this tribunal for adjudication:-

“Whether the demand of Anushakti D R Shramik Sangh for same wages for the same work for contract labourers from the management of Principal Employer, Nuclear Power Corporation of India Ltd., Rawatbhata, Rajasthan site management is legal and justified? To what relief the contract labourers are entitled to and from which date ?”

2. Pursuant to the receipt of the reference order, registered notices were issued to the parties as per the order of the tribunal fixing 25.4.2016 for filing statement of claim.

3. On 25.4.2016 Sh. Imran Khan, President & Sh. Yusoof Khan, Secretary were present for applicant & requested for time to file statement of claim. None appeared for opposite party. 27.6.2016 was next date fixed for filing statement of claim. On 27.6.2016 none appeared on behalf of applicant & statement of claim was also not filed. Sh. Rajendra Gupta, learned advocate appeared for learned representative of opposite party Sh. Dharmendra Jain. Case was adjourned by tribunal suo-moto in interest of justice fixing 19.9.2016 for filing statement of claim.

4. On 19.9.2016 case was called out. Neither anyone appeared on behalf of applicant nor statement of claim was filed. None appeared on behalf of opposite party also. In the interest of justice case was again adjourned by tribunal on its own motion fixing 29.9.2016 for filing statement of claim.

5. On 29.9.2016 also neither anyone appeared on behalf of applicant nor statement of claim was filed. None appeared on behalf of opposite party also. Looking into lack of interest of the applicant in filing statement of claim despite his appearance & seeking adjournment on 25.4.2016 & also despite number of opportunities extended to the applicant suo-moto by tribunal further proceeding in the case was closed & case was reserved for award.

6. It is pertinent to mention that reference order dated 19.2.2013/20.2.2013 was sent by Ministry to applicant with direction to file statement of claim within 15 days from the date of receipt of reference but applicant has neither filed statement of claim on the direction of Ministry nor on notice & knowledge of the proceeding pending before the tribunal. It appears that applicant is not interested & willing in submitting the claim for adjudication. In the circumstances & in the absence of material evidence brought on record, tribunal is unable to record the finding on merit on the issue referred to it. Accordingly, “No Claim Award” is passed against the reference under adjudication. The reference under adjudication is answered accordingly.

7. Award as above.

BHARAT PANDEY, Presiding Officer

नई दिल्ली, 19 अप्रैल, 2017

का.आ. 1100.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उप दूरसंचार, जिला इंजीनियर, बुंदी, राजस्थान एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कोटा, राजस्थान के पंचाट (संदर्भ संख्या 34/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11.04.2017 को प्राप्त हुआ था।

[सं. एल-40012/120/2002-आईआर (डीयू)]

राजेन्द्र जोशी, उप निदेशक

New Delhi, the 19th April, 2017

S.O. 1100.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 34/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Kota, Rajasthan as shown in Annexure, in the industrial dispute between the employers in relation to the Deputy Telecom, District Engineer, Bundi, Rajasthan and their workman, which was received by the Central Government on 11.04.2017.

[No. L-40012/120/2002-IR (DU)]

RAJENDRA JOSHI, Dy. Director

अनुबंध

न्यायाधीश, औद्योगिक न्यायाधिकरण (केन्द्रीय) कोटा, (राज.)

पीठासीन अधिकारी— श्री जगमोहन शर्मा, आर.ए. च.जे.ए. स.

निर्देश प्रकरण क्रमांक : औ. न्या. (केन्द्रीय)—34/2002

दिनांक स्थापित : 20/8/02

प्रसंग : भारत सरकार, श्रम मंत्रालय, नई दिल्ली के आदेश क्र. एल-40012/120/2002-आईआर(डीयू) दिनांक 5/8/2002

निर्देश/विवाद अन्तर्गत धारा 10(1)(घ) एवं उपधारा 2(क) औद्योगिक विवाद अधिनियम, 1947

मध्य

रमेश कुमार पुत्र भंवरलाल द्वारा जनरल सेक्रेट्री,
हिन्द मजदूर सभा, बंगाली कोलोनी, छावनी, कोटा

—प्रार्थी श्रमिक

एवं

डिप्टी टेलीकॉम जिला इंजीनियर, बूंदी, जिला बूंदी

—अप्रार्थी नियोजक

उपस्थित

प्रार्थी श्रमिक की ओर से प्रतिनिधि : श्री पुरुषोत्तम दाधीच

अप्रार्थी नियोजक की ओर से प्रतिनिधि : श्री विश्वजीत शर्मा

अधिनिर्णय दिनांक: 20/3/2017

::अधिनिर्णय::

भारत सरकार, श्रम मंत्रालय, नई दिल्ली के प्रासांगिक आदेश दिनांक 5/8/2002 के जरिये निम्न निर्देश विवाद, औद्योगिक विवाद अधिनियम, 1947 (जिसे तदुपरान्त "अधिनियम" से सम्बोधित किया जावेगा) की धारा 10(1)(घ) एवं उपधारा 2(क)के अन्तर्गत इस न्यायाधिकरण को अधिनिर्णयार्थ सम्प्रेषित किया गया है:—

"Whether the action of the management of Dy. Telecom District Engineer, Bundi in terminating the services of Sh. Ramesh Kumar is fair and just? If not, to what relief the workman is entitled and from which date?"

2. निर्देश/विवाद, न्यायाधिकरण में प्राप्त होने पर पंजीबद्ध उपरान्त पक्षकारों को सूचना/नोटिस जारी कर विधिवत अवगत करवाया गया।

3. प्रार्थी श्रमिक की ओर से क्लेम स्टेटमेन्ट न्यायाधिकरण के समक्ष प्रस्तुत कर संक्षिप्त: व्यक्त किया गया है कि प्रार्थी श्रमिक को अप्रार्थी दूर संचार जिला अभियन्ता, भारत सरकार, दूर संचार विभाग, बूंदी द्वारा दि. 30/6/97 से स्थाई कर्मचारी के पद पर सेवामें नियोजित किया गया था। प्रार्थी को पूर्व में 3/6/99 को सेवा से हटा दिया गया था, किन्तु ड्यूटी पर लेने की आपसी सहमति होने पर 19/1/2000 को प्रार्थी, अप्रार्थी के यहाँ उपस्थिति रिपोर्ट के साथ ड्यूटी पर उपस्थित हुआ तो उसे ड्यूटी पर ले लिया गया। तदुपरान्त प्रार्थी यूनियन ने पत्र दि. 16/4/2001 के द्वारा उसे स्थाई किये जाने की मांग की, किन्तु उस पर दबाव डाला गया कि स्थाई करने की मांग मत करो अन्यथा नौकरी से हटा देंगे और प्रार्थी को दि. 9/8/2001 को नौकरी से अवैधानिक रूप से हटा दिया गया। इस प्रकार प्रार्थी ने दि. 30/6/97 से 8/8/2001 तक निरन्तर कार्य करते हुए 240 दिन से भी काफी अधिक समय तक कार्य कर लिया था, तथापि उसे सेवा से हटाये जाने से पूर्व अधिनियम की धारा 25-ए फ, जी व ए च की पालना नहीं की गयी। अन्त में पिछले सम्पूर्ण वेतन, लाभों सहित सेवामें बहाल किये जाने के अनुतोष प्रदान किये जाने की प्रार्थना की गयी।

4. उपरोक्त क्लेम स्टेटमेन्ट का जवाब प्रस्तुत कर अप्रार्थी नियोजक की ओर से व्यक्त किया गया है कि प्रार्थी, अप्रार्थी विभाग में कभी स्थायी कर्मचारी के रूप में नियोजित नहीं रहा, बल्कि उसे विभाग के भवन में दो घन्टे सफाई के आंशिक कार्य हेतु संविदा आधार पर रखा गया था तथा जब-जब भी जितना कार्य करता था, उसका भुगतान कर दिया जाता था। अप्रार्थी विभाग नये भवन में स्थानान्तरित हो जाने से प्रार्थी स्वयं ही कार्य छोड़कर चला गया इसलिए उसे हटाये जाने का प्रश्न ही उत्पन्न नहीं होता। प्रार्थी द्वारा 240 दिन निरन्तर कार्य किया जाना स्वीकार्य नहीं है। प्रार्थी

के मामले पर अधिनियम के प्रावधान लागू नहीं होते। अन्त में क्लेम प्रार्थी निराधार तथ्यों का होने से अस्वीकार कर निरस्त किये जाने की प्रार्थना की गयी।

5. साक्ष्य में स्वयं प्रार्थी श्रमिक रमेश कुमार व अप्रार्थी पक्ष की ओर से साक्षीगण रामप्रकाश शर्मा व चन्दा भाटिया के शपथ-पत्र प्रस्तुत हुए, किन्तु अप्रार्थी साक्षी चन्दा भाटिया को जिरह हेतु प्रस्तुत नहीं किये जाने से विधिनुसार उसका शपथ-पत्र साक्ष्य में ग्राह्य नहीं है, शेष साक्षीगण से दोनों पक्षों के प्रतिनिधिगण द्वारा एक-दूसरे पक्ष के शपथ-पत्रों पर जिरह की गयी। पक्षकारों की ओर से प्रलेखीय साक्ष्य भी प्रस्तुत की गयी।

6. विद्वान प्रतिनिधिगण पक्षकारान की बहस अन्तिम सुनी गयी व पत्रावली का अवलोकन किया गया। दौरान बहस न्यायाधिकरण के समक्ष यह तथ्य जानकारी में आया है कि सम्प्रेषित निर्देश/रेफ्रेन्स में अप्रार्थी नियोजक द्वारा प्रार्थी श्रमिक को कब सेवा से मुक्त/पृथक किया गया, इस तिथि का कोई उल्लेख नहीं है। अतः यह स्थिति स्पष्ट नहीं है कि यह न्यायाधिकरण अप्रार्थी द्वारा प्रार्थी श्रमिक की कौनसी तिथि, सेवा पृथक तिथि मानकर अप्रार्थी के कृत्य की उचितता एवं वैधता का विनिश्चय करेगा? इस सम्बन्ध में माननीय राज. उच्च न्यायालय द्वारा पारित न्यायदृष्टांत "2003 डब्ल्यू.एल.सी. (राज.) यू.सी. पृष्ठ 424— महावीर कण्डक्टर बनाम नन्दकिशोर" में यह प्रतिपादित किया गया है कि सेवाओं के पर्यवसान की तिथि का रेफ्रेन्स में उल्लेख नहीं होने से श्रम न्यायालय किसी कर्मकार के कथनानुसार पर्यवसान की तिथि को स्वीकार कर निर्देश/रेफ्रेन्स की शर्तों में सुधार, संशोधन या उपान्तरण करने में सक्षम नहीं है एवं ना ही न्यायालय को पक्षकारों की सहमति से ऐसी अधिकारिता प्राप्त होती है। अतः माननीय उच्च न्यायालय द्वारा निर्देश/रेफ्रेन्स में कर्मकार की सेवा पर्यवसान की तिथि वर्णित नहीं होने से अधिनिर्णय को अपास्त कर दिया गया। इस उक्त न्यायनिर्णय में प्रतिपादित सिद्धांत के अनुसार जहाँ निर्देश/रेफ्रेन्स में सेवा से हटाने, मुक्त करने या पृथक करने की तिथि का अंकन नहीं है तो श्रम न्यायालय को उस तिथि को सही करने या संशोधन करने की अधिकारिता पक्षकारों द्वारा ऐसी तिथि सुझावित किये जाने पर भी प्राप्त नहीं हो जाती है। अर्थात् यदि निर्देश में सेवा से मुक्ति, पृथक या हटाने की तिथि का कोई अंकन नहीं है व दोनों ही पक्षकार ऐसी तिथि यदि बता भी देते हों तो भी श्रम न्यायालय को उस बतायी गयी तिथि को मानकर उसके आधार पर निर्देश/रेफ्रेन्स उत्तरित करने का अधिकार प्राप्त नहीं हो जाता है। इस न्यायनिर्णय के पैरा सं.11 में माननीय उच्चतम न्यायालय द्वारा "मदनपालसिंह बनाम उत्तर प्रदेश राज्य व अन्य—ए आईआर 2000ए स.सी. 537" के निर्णय को विवेचित किया गया है तथा अन्त में यह निष्कर्ष निकाला गया कि श्रम न्यायालय निर्देश में वर्णित बिन्दुओं तक ही सीमित क्षेत्राधिकार रखता है एवं उसको पक्षकारों के नामों में निर्देश से परे जाकर संशोधन आदि का अधिकार प्राप्त नहीं होता। यदि नामों या तिथि आदि में कोई परिवर्तन या अंकन कराना है तो पक्षकारों को समुचित सरकार के समक्ष इस बाबत पक्ष रखकर उसमें संशोधन कराना होगा, परन्तु श्रम न्यायालय को ऐसा संशोधन करने की अधिकारिता नहीं है। अतः इसी निर्णय को आधार मानते हुए माननीय उच्च न्यायालय द्वारा उक्त मामले में श्रम न्यायालय द्वारा पारित अधिनिर्णय को क्षेत्राधिकार के अभाव का मानते हुए अपास्त कर दिया गया।

7. अब यह न्यायाधिकरण हस्तगत निर्देश/रेफ्रेन्स में प्रार्थी श्रमिक को अप्रार्थी नियोजक द्वारा कौनसी तिथि, सेवा से पृथक किये जाने की तिथि मानकर अप्रार्थी के उक्त कृत्य की उचितता एवं वैधता का विनिश्चय करेगा तथा क्या यह न्यायाधिकरण पक्षकारों द्वारा सुझायी गयी तिथि मानकर प्रकरण का गुणावगुण पर विनिश्चय कर सकता है अथवा निर्देश/रेफ्रेन्स में संशोधन करने की अधिकारिता रखता है? इस सम्बन्ध में माननीय राजस्थान उच्च न्यायालय द्वारा पारित उक्त न्यायदृष्टांत "2003 डब्ल्यू.एल.सी.(राज.) यू.सी. पृष्ठ 424—महावीर कण्डक्टर बनाम नन्दकिशोर" के पैरा संख्या 12 का उल्लेख किया जाना न्यायसंगत है जिसमें माननीय उच्च न्यायालय द्वारा रेफ्रेन्स के निबन्धन या सेवा समाप्ति तिथि में संशोधन आदि बाबत निम्न स्थिति प्रकट की गयी है:-

"Thus, in view of the above, I reach the inescapable conclusion that the Labour Court has no competence to correct/modify/amend/alter the terms of the reference or mention the date of termination etc., or proceed with the reference and accepting the date of termination as suggested by the workman and in case it does so, the award becomes nullity, being without jurisdiction, based on the bad reference."

8. अतः माननीय राज. उच्च न्यायालय द्वारा पारित उपरोक्त न्यायदृष्टांत के प्रकाश में हस्तगत मामले में यह न्यायालय पक्षकारों द्वारा सुझायी गयी तिथि/नाम आदि को संशोधित तिथि/नाम मानकर प्रकरण को गुणावगुण पर निस्तारित किये जाने की अधिकारिता नहीं रखता है। इस प्रकार माननीय उच्चतम एवं माननीय उच्च न्यायालय द्वारा ऊपर विवेचित किये गये न्यायनिर्णयों में प्रतिपादित सिद्धांतों के अनुसार हस्तगत प्रकरण में इस न्यायाधिकरण को ऐसे पक्षकारों का संशोधन प्रस्ताव स्वीकार किये जाने की अधिकारिता नहीं होने से इस न्यायाधिकरण की राय में यह न्यायाधिकरण यदि कोई अधिनिर्णय पारित भी करता है तो वह क्षेत्राधिकार के अभाव का होकर शून्य होगा। इन न्यायनिर्णयों के खण्डन में या अन्य कोई न्यायनिर्णय ऐसा पेश भी नहीं किया गया जिसमें कि ऊपर वर्णित स्थिति होने के बावजूद भी न्यायालय को निर्देश अधिनिर्णित करने का अधिकार प्राप्त हो। अतः कुल मिलाकर स्थिति उक्त न्यायनिर्णयों के ही अभी तक प्रभावशील होने की पायी जाती है। माननीय उच्च न्यायालय एवं माननीय उच्चतम न्यायालय द्वारा पारित उक्त न्यायनिर्णयों में प्रतिपादित सिद्धांतों से यह न्यायाधिकरण आबद्ध है। अतः ऐसी परिस्थिति में सम्पूर्ण विवेचन के उपरान्त इस न्यायाधिकरण की राय में इतना ही कहना पर्याप्त है कि हस्तगत निर्देश/रेफ्रेन्स में प्रार्थी श्रमिक को अप्रार्थी नियोजक द्वारा कौनसी तिथि से सेवा पृथक किया गया है, ऐसी तिथि का कोई अंकन नहीं होने से यह न्यायाधिकरण ऐसी निर्देश में कोई संशोधन कर अधिनिर्णय पारित करने की अधिकारिता नहीं रखता है एवं यदि पक्षकार सक्षम सरकार से इस बाबत निर्देश/रेफ्रेन्स में संशोधन कराकर न्यायाधिकरण में पेश करते हैं तो न्यायाधिकरण ऐसा संशोधन प्राप्त होने पर प्रकरण में विधि अनुसार कार्यवाही कर सकेगा, परन्तु इस प्रक्रम पर फिलहाल यह मामला इस न्यायाधिकरण के क्षेत्राधिकार के अभाव का पाया जाता है।

परिणामस्वरूप भारत सरकार, श्रम मंत्रालय, नई दिल्ली द्वारा प्रासांगिक आदेश दिनांक 5/8/2002 के जरिये सम्प्रेषित निर्देश/रेफ्रेन्स विवाद को इसी अनुरूप उत्तरित किया जाता है कि माननीय राजस्थान उच्च न्यायालय द्वारा पारित उक्त न्यायदृष्टांत "2003 डब्ल्यू.एल.सी.(राज.) यू.सी. पृष्ठ 424—महावीर कण्डक्टर बनाम नन्दकिशोर" में प्रतिपादित सिद्धांत के अनुसरण में हस्तगत निर्देश/रेफ्रेन्स में वर्णित प्रार्थी श्रमिक रमेश कुमार को अप्रार्थी नियोजक द्वारा कौनसी तिथि को सेवा से पृथक किया गया है, ऐसी तिथि का कोई अंकन नहीं होने से व इस न्यायाधिकरण को पक्षकारों द्वारा सुझायी गयी तिथि को स्वीकार किये जाने की अधिकारिता नहीं होने से हस्तगत निर्देश/रेफ्रेन्स में अधिनिर्णय पारित किया जाना शून्य एवं क्षेत्राधिकार के अभाव का होगा। पक्षकार यदि सक्षम सरकार से उक्त तिथि बाबत निर्देश/रेफ्रेन्स में संशोधन/अंकन कराकर न्यायाधिकरण के समक्ष पेश करेंगे तो न्यायाधिकरण गुणावगुण के आधार पर विधि अनुसार आगे प्रकरण के निस्तारण की कार्यवाही कर सकेगा।

जगमोहन शर्मा, न्यायाधीश

नई दिल्ली, 20 अप्रैल, 2017

का.आ. 1101.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार राष्ट्रपति, मर्चेन्ट नेवी ऑफिसर्स और सीमैन एसोसिएशन, कच्छ, गुजरात एवं उनके कर्मचारी के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 36/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 04.01.2017 को प्राप्त हुआ था।

[सं. एल-42012/152/2012-आईआर (डीयू)]

राजेन्द्र जोशी, उप निदेशक

New Delhi, the 20th April, 2017

S.O. 1101.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. Case No. 36/2013) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in Annexure, in the industrial dispute between the employers in relation to the President, Merchant Navy Officers and Seamen's Association, Kutch, Gujarat and their workman, which was received by the Central Government on 04.01.2017.

[No. L-42012/152/2012-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 22nd November, 2016

Reference: (CGITA) No. 36/2013

The President,
Merchant Navy Officers and Seamen's Association,
Marine Club Building,
New Kandla, Kutch (Gujarat)

...First Party

V/s

Shri Rakesh B.,
C/o D-129, Maheshwari Colony,
New Kandla, Kutch (Gujarat)

...Second Party

For the First Party : Shri Rajendrasinh B. Zala

For the Second Party : None

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-42012/152/2012-IR(DU) dated 25.02.2013 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of Marine Club, Kandla in terminating the services of Shri Rakesh B. is justified? If not, what relief the workman is entitled to?”

1. The reference dates back to 25.02.2013. Later, the second party submitted a copy of declaration cum affidavit vide application Ext. 6 which shows that he has settled the matter with the first party and does not want to prosecute the reference.

2. Thus the reference is dismissed as not pressed.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 20 अप्रैल, 2017

का.आ. 1102.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार अध्यक्ष एवं पबंध निदेशक, बीएसएनएल, नई दिल्ली व अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 21/2005, 22/2005, 25/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03.04.2017 को प्राप्त हुआ था।

[सं. एल-40011/23/2004-आईआर (डीयू),
सं. एल-40011/24/2004-आईआर (डीयू),
सं. एल-40011/27/2004-आईआर (डीयू)]

राजेन्द्र जोशी, उप निदेशक

New Delhi, the 20th April, 2017

S.O. 1102.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. Nos. 21/2005, 22/2005, 25/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in Annexure, in the industrial dispute between the employers in relation to the Chairman & Managing Director, BSNL, New Delhi & others and their workman, which was received by the Central Government on 03.04.2017.

[No. L-40011/23/2004-IR (DU),
No. L-40011/24/2004-IR (DU),
No. L-40011/27/2004-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI**Wednesday, the 22nd March, 2017**Present : K.P. PRASANNA KUMARI, Presiding Officer****Industrial Dispute No. 21, 22 and 25 of 2005**

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Bharat Sanchar Nigam Ltd. And Four Others and their workman)

BETWEEN :

The Circle Secretary : 1st Party/Petitioner Union
BSNL Employees Union
No. 3/71, 4th Street, Raghava Nagar
Madipakkam
Chennai-600091

AND

1. The Chairman & Managing Director : 2nd Party/1st Respondent
BSNL
Sanchar Bhawan
New Delhi-1
2. The Chief General Manager : 2nd Party/2nd Respondent
BSNL, Tamil Nadu Circle
Annasalai
Chennai-600002
3. The General Manager : 2nd Party/3rd Respondent
BSNL
New CTO Building

Rangapillai Street
Pondicherry-505001

4. Sri Somasundaram : 2nd Party/4th Respondent
Ex-Serviceman Security & Intelligence
Service
5. M/s First Man Security Force : 2nd Party/5th Respondent

Appearance :

- For the 1st Party/Petitioner Union : M/s K.M. Ramesh, Advocates
- For the 2nd Party/1st, 2nd & 3rd Respondent : Sri Priyakumar, Advocate
- For the 4th & 5th Respondents : Sri Abdul Faizal, Advocate

S.No.	Industrial Dispute No.	Reference No.
1.	ID 21/2005	L-40011/23/2004-IR (DU) dated 19.01.2005
2.	ID 22/2005	L-40011/24/2004-IR (DU) dated 19.01.2005
3.	ID 25/2005	L-40011/27/2004-ID (DU) dated 19.01.2005

The Central Government, Ministry of Labour & Employment referred the IDs mentioned above to the Industrial Tribunal, Chennai for adjudication. The IDs were numbered as ID 21/2005, 22/2005 and 25/2005 respectively. In both IDs the parties have entered appearance through the counsel and filed claim and counter statement respectively.

The schedule mentioned in that order is:

ID 21/2005

“Whether the action of the management of Telecom Department, BSNL, Pondicherry in non-regularizing/absorbing the services of the contract labourers numbering twenty (list enclosed) is legal and justified and if not, to what relief the workmen/contract labourers are entitled to?”

ID 22/2005

“Whether the action of the management of Telecom Department, BSNL, Pondicherry in non-regularizing/absorbing the services of the contract labourers number 39 (list enclosed) is legal and justified and if not, to what relief the workmen/contract labourers are entitled to?”

ID 25/2005

“Whether the action of the management of Telecom Department, BSNL, Pondicherry is non-regularizing/absorbing the services of the contract labourers numbering four (list enclosed) is legal and justified and if not, to what relief the workmen/contract labourers are entitled to?”

COMMON AWARD

3. On receipt of the Industrial Dispute this Tribunal numbered it as ID 21/2005, 22/2005 and 25/2005 respectively and issued notices to both sides. Both sides entered appearance through their counsel and filed Claim and Counter Statement respectively.

4. The averments in the Claim Statement filed by the petitioner in ID 21/2005 are as below:

The petitioner is a union registered under the Trade Unions Act. It has substantial number of persons working in BSNL as its members. The workmen concerned in the case are doing the work of house-keeping. Housekeeping is an integral part of the work of BSNL. The work done by them is perennial in nature. They are doing the very same kind of work carried out by the permanent employees of the Respondent. The alleged Contractors in most of the cases are one of the employees of the Respondents. The concerned workmen cannot be treated as contract labour. The so-called contract is sham. The overall control of the so-called contract labour remains with the Respondents. The concerned employees are to be made permanent on completion of 480 days in a period of 24 calendar months in the service of the Respondents under Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workman) Act. An Award may be passed holding that the concerned workmen are entitled to absorption in the service of the Respondents from the date of their joining -service with continuity of service and attendant benefits.

5. The Third Respondent has filed Counter Statement contending as below:

The Counter Statement is filed on behalf of Respondents 1 and 2 as well. The petitioner has no *locus-standi* to espouse the cause of persons who are not employees of Bharat Sanchar Nigam Limited (BSNL). The petitioner is

entitled to raise Industrial Dispute only in matters related to the service conditions of the employees of BSNL. The workmen on whose behalf the dispute is raised are not employees of BSNL. The work of housekeeping and conservancy in Pondicherry SSA is entrusted to the registered Contractors through tender procedure and payments for the work are made to the Contractor only. The workmen listed in the annexure to the schedule of reference are in no way connected to the Third Respondent. The petitioner cannot raise dispute in respect of workmen engaged by the Labour Contractors. The contention in the Claim Statement that the concerned workmen carry out the work of permanent employees in the Telecom Department, that they are doing work which is perennial in nature, that the alleged contractors are mostly employees, etc. are not correct. The concerned workmen were never paid wages by BSNL. A contract labour cannot be a member of the Petitioner Union since they are not employees of BSNL. The question of regularization of the concerned workmen on completion of 480 days does not arise as they are not labourers engaged by BSNL. The petitioner is not entitled to any relief.

6. Respondents 4 and 5 were subsequently impleaded in the party array. The Fourth Respondent has filed Counter Statement contending as below:

The Fourth Respondent is a Managing Partner of Ex-Serviceman Security and Intelligence Service, Pondicherry. He has obtained contract from BSNL by participating in the tender and having become the successful bidder. The Fourth Respondent was engaged for executing contract work in BSNL, Pondicherry during the period from January 2002 to December 2004. The Fourth Respondent had engaged workmen depending upon the nature of work in accordance with the schedule prescribed by the BSNL tenders. There is no direct contract between the workmen and BSNL. The workmen were paid by Fourth Respondent. These workmen are not members of the Petitioner Union. The petition is liable to be dismissed.

7. The workmen involved in ID 22/2005 are said to be doing cable work. The petitioner has raised contentions on their behalf similar to those raised in ID 21/2005. It is stated that these workmen are doing work of perennial nature, that they have been continuously working, that the so-called Contractor is employee of the Respondents, that supervision of the workmen are by the Officers of BSNL and that the concerned workmen are entitled to be absorbed in the service of BSNL.

8. The Third Respondent has filed Counter Statement on behalf of Respondents 1 and 2 as well resisting the contentions in the Claim Statement and putting forth contentions similar to those raised in ID 21/2005. Respondents 3 and 4 have not filed any Counter Statement.

9. ID 25/2005 is in respect of those workmen who are doing the work of delivering telegraphs. Their work also are said to be perennial in nature. On their behalf also contentions similar to those in the other two IDs are raised. The Third Respondent has filed Counter Statement in this ID also raising contentions similar to those in the other two IDs.

10. All the above three disputes have originated from Pondicherry Secondary Switching Area. The parties have agreed for a joint adjudication of the three matters, the parties being the same and the contentions raised in all the cases being similar in nature except for the fact that the workmen concerned in each of the cases are working in different areas of BSNL.

11. In ID 21/2005 the petitioner has examined WWs 1 to 3 and marked Ext.W1 to Ext.W20. In ID 22/2005 the petitioner has examined WW1 and marked Ext.W1 to Ext.W5. In ID 25/2005 the petitioner has examined WW1 and marked Ext.W1 to Ext.W5 also. On the Respondent's side MW1 was examined and Ext.M1 to Ext.M10 were marked.

12. **The points for consideration are:**

- (i) Whether the demand of the Petitioner Union for absorption of the workmen involved in the different IDs are justified?
- (ii) What are the reliefs, if any to which the concerned workmen are entitled?

ID No. 21/2005

13. 20 workmen are involved in ID 21/2005. The list of these workmen along with details, such as their Date of Birth, Date on which they have started to work, their place of work, the name of the Contractor, etc. are given in the annexure to the schedule of reference. The case advanced on behalf of the workmen, as stated, is that they were doing the work of housekeeping from the date specified in Annexure, that the work is perennial in nature, that the contract is sham and that they were directly under the supervision of the BSNL and they are entitled to be absorbed in the establishment.

14. Initially WW1, S.No. 19 in the annexure to the schedule of reference has been examined. This witness has stated that the case of the Respondent that they are contract labourers is incorrect. He has further stated that all the concerned workmen are getting salary directly from the Respondents and that they were being paid monthly. He has also stated that all the concerned workmen have completed 480 days of continuous service in a period of 24 calendar months and

they ought to have been conferred permanent status. According to him initially they have signed in a payment receipt which was meant for the employees of the Respondents. Ext.W1 to Ext.W6 were marked through this witness.

15. WW2, one of the workmen (S.No. 12) in the annexure to the schedule of reference) was examined after the matter came back to this Tribunal after stay by the High Court was vacated. By this time, WW1 has left the job and the country. WW2 has stated that WW1 is not interested in getting any relief as he has left India. WW2 has stated that he is giving evidence on his own behalf and also on behalf of other 14 workmen involved in the ID. The evidence given by this witness is in tune with the evidence of WW1.

16. What is the evidence available to prove the case of the petitioner? Ext.W1 consists of Bill Payment Receipts of several workmen starting from one of the workman Mahalingam. Though the printed portion of the receipts are not clear the written portion reveals payments made to Mahalingam directly by the Officer of Telecom starting from July 2001. The receipts up to November 2002 are seen produced though receipts for the entire period are not available. Ext.W2 and Ext.W3 are also said to contain evidence in respect of the work done by Mahalingam. Some of the pages reveal payment to Mahalingam in 2006. So it is clear that he was continuing in the establishment long after the dispute was raised also. However, the period of work done by this workman before the dispute was raised was very little. Even as per the schedule of reference he has started to work in the establishment on 02.02.2000. The documents reveal payment to him from July 2000 only. One of the basis on which the claim was raised is that the workmen are entitled to be conferred permanent status as per Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act. However, in the annexure to the schedule of reference itself the concerned workmen are said to be working under the Contractor whose name is given. So there is no question of conferment of permanent status to this workman or any other workman involved in the case. In any case there is no evidence at all to show that this workman had worked for more than 480 days within a period of 24 calendar months. It was only for a short period he had been working before the dispute was raised.

17. Ext.W1 includes some bill payment receipts in respect of Prathibha, Lalitha and Tamil Vendhan also. These are also of late 2001 and subsequent period. Same is the case with Ext.W2 in which also the names of Prathibha and Lalitha are mentioned. Ext.W3 (series) are said to be in respect of Lalitha also. But nothing could be made out on perusal of the document. The document gives the heading "*Circle Dak*" and it is described as the File Movement Register. However, it will not show how Lalitha is connected to this. So also the connection of Mahalingam and Prathibha in respect of another File Movement Register coming under Ext.W3 also could not be made out from the document. There is no evidence as to on which date they have started to work. There is of course the fact that the payments are seen made directly by the Respondent in spite of the claim of the Fourth Respondent in the Counter Statement that he is the Contractor and he was making payments to the concerned workmen and there was no direct dealings between the workmen and the Respondents. The above workmen are not eligible for any relief, in the absence of any evidence.

18. The documents about which other workmen are concerned could be examined now. Ext.W4, Ext.W5 and Ext.W6 are documents said to be in respect of Kumar, Hariprakash and Ganesan. Though Ext.W4 is termed as an appointment letter, this document states that Kumar is "*allotted to*" GM (O) and Hariprakash is "*allotted to*" DE (South). One is in May, 2000 and the other is in July, 2000. Ext.W5 is said to be the Attendance Register of Kumar but it could not be deciphered for which month or year it is. Ext.W6 payment bills are all of the year 2005, long after the dispute was raised. They only shows that Kumar, Hariprakash and Ganesan had been working subsequently also. Amount payable is seen passed for each of them individually by the Accounts Officer. This at least shows that payment was being made directly and not through the Contractor. Ext.W7 are ACG-17 and ACE-2 receipts in respect of Kumar for different dates in the year 2001 to 2004. Ext.W8 is described as copy of Maintenance Register in respect of Hariprakash and Ganesan for the period from 2004 to 2005 but nothing could be made out on examination of the document itself. It does not reveal connection to the two workmen named. None of the workmen are entitled to any relief on the basis of these documents.

19. Ext.W9 to Ext.W14 are the documents said to be in respect of Selvam, Abdul Majid, Abdul Kader and Manimegalan. Ext.W9 (series) are payments made during 2005 mostly. A few bills of 2001 are also seen. Ext.W10 is a paper stating that Selvam was deputed for Election Duty in September, 2002. Ext.W11 is described as Inward Register in respect of Selvam. However, except for the name Selvam having been written at the top of Page-5 this document does not convey anything to show that these are in respect of Selvam. The inward pagination of the document would show that these are not in order but different pages at random are combined together. Ext.W12 is said to be Inward Register of Abdul Majid but this also does not convey anything. It could not be deciphered if the entries therein are by Abdul Majid or whether it contains his signature. WW2 has stated that Abdul Majid is not interested in getting any relief. Even in respect of other workmen referred to, the documents do not serve any purpose.

20. Ext.W15 (series) consists of bill payments to Bertin for the period from 2001 to 2005. These of course would show that he was there and paid directly by the department from July 2001. However, the dispute was raised even before a year of this date. Even if Tamil Nadu Conferment of Permanent Status Act is applicable this workman would not have become eligible for relief. Being in the establishment from July 2001 does not entitle him to be absorbed on

the ground that the contract is a sham one. This is the case with Kasilingam, Jayavel, Magesh and Brono Eric in whose favour some bills are there. Ext.W16 contain late hour payment voucher bill in respect of Bertin, Kasilingam, Jayavel, Magesh and Brono Eric. All these are from late 2001. The reasoning given earlier applies to this document as well. Same is the case with Ext.W17 Bill Payment Register in respect of Kasilingam, Jayavel and Magesh, Ext.W18 Duty Chart and Letter Inward Register of Magesh and Ext.W19 note sheet of bill payment file in respect of Brono Eric. Ext.W17 does not even show that it is in respect of the workman named. Thus the documents produced are not sufficient to give any relief to the workmen involved in ID 21/2005. There is no necessity to examine the evidence given on the side of the Respondent for this reason. This ID is to be answered against the petitioner.

ID No. 22 of 2005

21. There are 39 workmen involved in this ID as revealed from the annexure to the schedule of reference. One of the workmen has given evidence representing all others. This witness has stated that himself and other workmen involved in the ID are getting salary directly from the department and they were working under the direction and supervision of the Officers of the Department. He has also stated that all of them have completed 480 days of continuous service in a period of 24 calendar months.

22. Ext.W1 to Ext.W5 are produced to prove the case of the workmen in this ID. Ext.W5 is only a copy of the annexure to the schedule of reference. Ext.W1 is said to be work details and Gate Pass of Sachidanandam, Madurai, Rajendran and Shanmugham. These Gate Passes are of 2005 and after. The work details will not reveal who were doing the work. Ext.W2 is the work details of WW1. The document contains his signature at every page but this is of the period from 2002 only, all after the reference. Ext.W3 Gate Passes and Key Entry Register in respect of Natarajan are of 2005 and 2006 long after the reference. Ext.W4 work details is in respect of Selvam and Kumar, but much after the reference. The documents referred to are not sufficient to establish the case of the concerned workmen. None of the workmen in ID 22/2005 are also entitled to any relief.

ID No. 25 of 2005

23. In this ID two witnesses were examined on the side of the petitioner. WW1 has stated that he is filing the Proof Affidavit on behalf of four workmen, but without stating on behalf of which workmen. He has stated that the case of the Respondent that they are contract labourers is incorrect. It is further stated by him that they were getting salary directly from the Respondent. He has claimed that himself and other workmen had completed 480 days of continuous service in a period of 24 calendar months and the Respondents should have conferred permanent status on them. The names of the Officers who had allegedly extracted work from him and others are also mentioned in the Proof Affidavit. This witness seems to be still working with BSNL.

24. WW2, Ekavalli stated said that she is giving evidence for herself and two others by name Zakira and Ravinath. Herself and Zakira are said to be doing telegraph work and also house-keeping as part-time work. Ravinath is said to be now doing house-keeping work. All of them are still working, she has stated. The witnesses have not stated from which date the concerned workmen have started to work in the establishment. Their claim seems to be on the basis that they have worked for more than 480 days in a period of 24 calendar months in the Respondent establishment. However, there is nothing to prove this claim of the concerned workmen.

25. Ext.W1 to Ext.W5 are produced in support of the workmen concerned in the case. Ext.W1 is only a request by the Sub-Divisional Engineer to the Divisional Engineer (Admn.), Pondicherry on 13.10.2000 to arrange two contract labourers for working as Sweepers. This is not of any help to the concerned workmen in so far as this does not contain the name of any of them. Apart from that is the fact that this document is of 2000 only a few months before the dispute was raised.

26. Ext.W2 is the communication stating that bio-data of Zakira and Ekavalli are being sent. It also states that payment up to 30.09.2000 would be made at CTO. This will probably show that these two workers were in the establishment at the time. But this will not show at what time they have started to work in the establishment. Ext.W3 is described as Payment Log Book for the period from October 1998 to August 2002. However, it could not be deciphered from the document to whom it pertains to. This does not contain any name. Only a few initials are there. This is not of any help to the concerned workmen. Ext.W4 is the Attendance Log Book containing the names of Krishnamurthy and Ravinath, two of the workmen concerned. This starts from September 2000. So this is also a document that has come up immediately before the dispute was raised. This would not show that the concerned workmen were working in the establishment for a long time. It will not even show that they have completed 480 days of continuous service in the establishment within a period of 24 calendar months. So the petitioner has failed to prove the case of the workmen involved in ID 25/2005 also. The petitioner is not entitled to any relief in any of the three IDs.

27. In view of my discussion above itself the petitioner is not entitled to relief in any of the cases. There is no necessity to discuss the evidence given on behalf of the Respondent for this reason.

For the foregoing reasons all the references are answered against the petitioner. Awards are passed accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 22nd March, 2017)

K. P. PRASANNA KUMARI, Presiding Officer

ID 21 of 2005 (PONDICHERRY)

Witnesses Examined for Petitioner

For the 1st Party/Petitioner Union : WW1, Sri. M. Abdul Majeeth
WW2, Sri C. Kumar

For the 2nd Party/Respondents : MW1, Sri G. Rajendren

Documents Marked:

On the petitioner's side

Ex.No.	Date	Description
Ext.W1	2001 to 2005	Bill Payment Receipts of B. Mahalingam, J. Prathiba, M. Lalitha, S. Tamilvendan
Ext.W2	2002 to 2006	Service Book, Stationary Bills, Attendance, Bill Received Register, Car Bill File Note Sheet of B. Mahalingam, J. Prathiba, M. Lalitha
Ext.W3 Series	2002 to 2006	Circle Dak, DGM(F) Dak, File Movement Register, Letter Received Dak of M. Lalitha
Ext.W4	2000	Appointment letter of C. Kumar & P. Hariprakash
Ext.W5	2000	Attendance of C. Kumar
Ext.W6	2005	Payment bill of C. Kumar, P. Hariprakash and S. Ganesan
Ex.W7	2001 to 2004	ACG-17 and ACE-2 of C. Kumar
Ex.W8	2004 to 2005	Xerox Copy of maintenance register of P. Hariprakash and S. Ganesan
Ext.W9	2001 to 2005	Bill payment of K.Selvam, M. Abdul Majeeth and A. Abdul Khadhar
Ext.W10	2000	Election duty I.D., Telecom Recreation Club levy of K. Selvam
Ext.W11	2003 to 2005	Letter inward register of K. Selvam, M. Abdul Majeed and K. Manimegalan
Ext.W12	2004	Letter of respondent BSNL authorizing M. Abdul Majeed
Ext.W13	2001 to 2003	Letter inward register & ACE-2 of M. Abdul Majeed
Ext.W14	2000 to 2002	Attendance Register, Receipt of M. Abdul Majid, A. Abdul Kader
Ext.W15	2001 to 2005	Bill Payment of V. Bertin, R. Kasilingam, J. Jayavel, V. Magesh, J. Bronoeric
Ext.W16	2001 to 2005	Late hour payment voucher bill and despatched STD & local PCO payment bills vouchers of V. Britin, R. Kasislingam, J. Jayavel, V. Magesh and Brono Eric
Ext.W17	2001 to 2006	Bill Payment Register of R. Kasilingam, J. Jayavel and V. Magesh
Ext.W18	2000	ACG-17, duty chart and letter inward register of V. Magesh
Ext.W19	2003	Note sheet of Bill payment file of K.R.Guru travels of J. Brono Eric
Ext.W20	-	Annexure to 2K petition

ID 22 of 2005 (PONDICHERRY)

Witnesses Examined for Petitioner

For the 1st Party/Petitioner Union : WW1, Sri. A. Pitchai

Documents Marked:**On the petitioner's side**

Ex.No.	Date	Description
Ext.W1	2003 to 2005	Work Details and Gate Pass of J. Sachidanandam, M. Madurai, V. Rajendran, S. Shanmugham
Ext.W2	2002 to 2005	Work Details of A. Pitchai
Ext.W3	2005 to 2006	Gate pass and key entry register of A. Natarajan
Ext.W4	2003 to 2004	Extra hours duty and work details of P. Selvam and D. Kumar
Ext.W5	-	Annexure to 2K Petition

ID 25 of 2005 (PONDICHERRY)**Witnesses Examined for Petitioner**

For the 1st Party/Petitioner Union : WWs, Sri. S. Tamil Vendhan/Smt. S. Egavalli

Documents Marked:**On the petitioner's side**

Ex.No.	Date	Description
Ext.W1	13/10/2000	SDE request letter to DE Admin
Ext.W2	30/09/2000	Bio Data of Zakira and Egavalli
Ext.W3	1/10/1998 to 31/08/2002	Payment Log Book
Ext.W4	2000	Attendance log book of B. Krishnamurthy and S. Ravindran
Ext.W5	-	Annexure to 2K Petition

On the Management's side

Ext.No.	Date	Description
Ext.M1	July 2001	Register of wages of contract labourers of M/s.Ex-servicemen security and Intelligence Labours, Puducherry.
Ext.M2	1.4.2001 to 30.9.2001	Form 6 Employees State Insurance Corporation of M/s.Ex-servicemen security and Intelligence Labours, Puducherry.
Ext.M3	21.6.2001	Registration certificate/renewal of M/s.Ex-servicemen security and Intelligence Labours, Puducherry.
Ext.M4	July 2001	Register of wages of contract labourers of M/s. Ex-servicemen security and Intelligence Labours, Puducherry
Ext.M5	January 2003	Register of wages of contract labourers of M/s. Ex-servicemen security and Intelligence Labours, Puducherry
Ext.M6	1.4.2001 & 30.9.2001	Form 6 Employees State Insurance Corporation of M/s. Ex-servicemen security and Intelligence Labours, Puducherry
Ext.M7	1.10.2001 to 31.3.2002	Form 6 Employees State Insurance Corporation of M/s. Ex-servicemen security and Intelligence Labours, Puducherry
Ext.M8	April 2001 to March 2002	Form 6A Employees Provident Fund Scheme of M/s. Ex-servicemen security and Intelligence Labours, Puducherry
Ext.M9	3.8.2007	Registration certificate/renewal of M/s. Firstman Security Force Trichy
Ext.M10	2006-07	Form 6A Employees Provident Fund of First Man Security Force Labours, Trichy.

नई दिल्ली, 20 अप्रैल, 2017

का.आ. 1103.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार महाप्रबंधक, बीएसएनएल, कोयम्बटूर एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 54/2003, 313/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03.04.2017 को प्राप्त हुआ था।

[सं. एल-40011/48/2002-आईआर (डीयू),

सं. एल-40011/38/2003-आईआर (डीयू)]

राजेन्द्र जोशी, उप निदेशक

New Delhi, the 20th April, 2017

S.O. 1103.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. Nos. 54/2003, 313/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in Annexure, in the industrial dispute between the employers in relation to the General Manager, BSNL, Coimbatore and their workman, which was received by the Central Government on 03.04.2017.

[No. L-40011/48/2002-IR (DU),

No. L-40011/38/2003-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Wednesday, the 22nd March, 2017

Present : K.P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 54/2003 and 313/2004

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Bharat Sanchar Nigam Ltd. and their workman)

BETWEEN :

The Circle Secretary BSNL Employees Union No. 21/10, R.K. Srinivas Apartments Bharathiyar 1 st Street Pazhavanthangal Chennai-600114	:	1 st Party/Petitioner Union
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AND

The General Manager BSNL Coimbatore-43	:	2 nd Party/Respondent
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Appearance :

For the 1 st Party/Petitioner Union	:	M/s K.M. Ramesh, Advocates
For the 2 nd Party/1 st & 2 nd Respondent	:	Sri D. Simon, Advocate

S.No. Industrial Dispute No.

Reference No.

1.	54/2003	L-40011/48/2002-IR (DU) dated 17.04.2003
2.	313/2004	L-40011/38/2003-IR (DU) dated 13.02.2004

COMMON AWARD

The Central Government, Ministry of Labour & Employment referred the IDs mentioned above to the Industrial Tribunal, Chennai for adjudication. The IDs were numbered as ID 54/2003 and ID 313/2004 respectively. In both IDs the parties have entered appearance through the counsel and filed claim and counter statement respectively.

The schedules mentioned in the respective orders are:

ID 54/2003

Whether the demand of the Union for absorption of the 30 workers (list attached) engaged through various Contractors for telegraph work by BSNL is justified? If not, to what relief they are entitled?"

ID 313/2004

Whether the demand of the Union for absorption of 8 workers (list enclosed) engaged through Contractors by the General Manager, BSNL, Coimbatore to do CTO Messengers work is justified? If not, to what relief they are entitled to?"

2. The averments in the Claim Statement filed by the petitioner in ID 54 of 2003 are as below:

The petitioner is a Registered Trade Union having substantial number of permanent workmen working in BSNL as its members. The dispute is raised on behalf of workmen working under Coimbatore SSA. They are doing the work of Telegraph Messengers, Sweepers, Housekeeping work, etc. These workmen are working directly under the control and supervision of BSNL. They are doing the very same work carried out by the permanent employees of the Department. The work done by them is perennial in nature. The workmen cannot be treated as contract labour but have to be treated as part and parcel of the regular service of the Department. All the workmen concerned in the dispute are Class-IV employees for which sponsorship from Employment Exchange is not required. The work performed by them are essential. The so-called contract system is a sham one. The overall control of the workmen including administrative control remained with the Department. The alleged Contractors are regular staff of the Department. They engage the workers, supervise the work, take their attendance and claim and pay their wages. There are regular sanctioned posts for regularizing the workmen concerned in the case. The BSNL is an establishment as per Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act. The concerned workmen having completed 480 days of work in a period of 24 calendar months should be made permanent. An Award may be passed holding that the workmen are entitled to regular absorption in the service of the establishment from the date of their joining together with continuity of service and attendant benefits.

3. The Respondent has filed Counter Statement contending as below:

The petitioner has no locus-standi to espouse the cause of persons who are not employees of BSNL. The petitioner is not a recognized union. The subject matter of the claim does not relate to the service conditions of any of the employees of BSNL. As such the claim is not maintainable. The Contractors have not been impleaded as parties. So the dispute is bad for non-joinder of necessary parties. It is not correct to state that the concerned workmen are doing work of the same nature as done by regular employees, that the work is perennial in nature, that there is direct control and supervision by the Respondents, that the Contractors are the Officers of BSNL, etc. Though the petitioner has admitted that the workmen are contract labourers they are described as casual labourers doing the work of Class-IV employees. These are mutually inconsistent pleas. In the case of contract labourers there is no supervision or control by the principal employers. The petitioner having admitted that the concerned workmen are contract labourers, the question of their absorption or regularization does not arise. The Respondents have not been prevented from engaging contract labour. The Respondents do not know about the details of the concerned workmen. It is the Contractors who do the work and they only know about the details of their workmen. If the workmen have worked for more than 480 days they are to claim permanency with the Contractors and not with the Respondents. The petitioner is not entitled to any relief.

4. The workmen concerned in ID 313/2004 are also said to be working under Coimbatore SSA, as CTO Messenger, etc. The Petitioner Union has raised the same contention as that in ID 54/2003 in respect of these workmen and has claimed their absorption in BSNL. The Respondent has filed Counter Statement raising contentions similar to those in ID 54/2003 in this ID as well. The two cases were tried jointly, both of them are coming under Coimbatore SSA and also because the petitioner and the Respondent are the same in both cases. Evidence was recorded in ID 54/2003 treating it as the main case.

5. The evidence consists of oral evidence of WW1 to WW3 and MW1 and documents marked as Ext.W1 to Ext.W17 and Ext.M1 to Ext.M12.

6. **The points for consideration in both cases are:**

- (i) Whether the claim of the Petitioner Union for absorption of the concerned workers is justified?
- (ii) What if any is the relief to which the petitioner is entitled?

The Points

7. The Petitioner Union has raised the dispute as per ID 54/2003 on behalf of 30 workers whose names and other details are given in the annexure to the schedule of reference. There are 8 workmen involved in ID 313/2004. Their names and other details are given in the annexure to the schedule of the said ID. The concerned workmen are said to be working as Telegraph Messengers, Sweepers, etc. According to the Petitioner Union, though the workmen were working under the so-called contract system they were always under the control and supervision of Department of Telecom initially and thereafter under BSNL. The contract system if any the workmen are working is said to be a sham one. The Contractors are stated to be employees of the department themselves. The petitioner has also stated that all the workmen have completed more than 480 days of work within 24 calendar months. The petitioner has claimed absorption of the workmen on the ground that the contracts under which they are working are sham and nominal and also because they are entitled to permanent status under Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act.

8. The petitioner has examined two workmen involved in ID 54/2003 to establish the case. WW1 has stated in his Proof Affidavit filed by him that he is giving evidence on behalf of all the workmen concerned in both cases. He has also stated in his affidavit that all of them were working for a period ranging from 5 to 15 years and were doing the work of delivering telegrams or working as Sub-Staff. They have been working in different places under Coimbatore SSA. He has stated that all the concerned workmen have requested the BSNL to confer them permanent status. The names of the officials who are said to have extracted work from the workmen are also given in the Proof Affidavit. WW2, the other workmen has stated in his affidavit that his evidence is on behalf of other workmen concerned in ID 54/2003 as well. He has stated that he has been working for 12 years. He had been doing the work of delivering telegrams and also as Sub-Staff. Both witnesses have stated in their affidavits that the contract system is sham and they were directly under the control of the Telecom Department or BSNL as the case may be.

9. What are the documents available to substantiate the case of the petitioner? Ext.W1 and Ext.W2 are only replica of the annexure to the schedule of reference. Ext.W3 contains several wage receipts and other documents pertaining to the concerned workmen. Page 1 of Ext.W3 is a memo stating that lowest quotation for sweeping and cleaning of the office of the Senior Superintendent, Telegraph Traffic, Coimbatore Division was received from Nagalakshmi and she would paid at the rate of Rs. 500/- per month. Pages 2 to 5 are Acquittal Rolls showing payment to Nagalakshmi for different months in the year 1996 and 1997. Page 47 of Ext.W3 contains and endorsement regarding Nagalakshmi showing that she has performed the work in November, 1995. Those pages contains the seal of the Telecom Centre at Kaundanpalayam, Coimbatore. Though Page-1 of Ext.W3 states that lowest quotation was received from Nagalakshmi, in the pages of acquittal roll she is described as the Sweeper-cum-Cleaner on contract basis. It is clear that though it is described as a Contractor Nagalakshmi herself was doing the work and so she was the workman also. However, documents are not available to show if Nagalakshmi had been continuing as a Sweeper even after 1997. She has not come forward to give evidence. So her claim for absorption cannot be considered.

10. Ext.W7 contains the details of work done by Krishnamurthy examined as WW1. These are labour charge bills for the period from December 1997 to April 1999. Ext.W4 (Page-45) contains the Identity Slip of Krishnamurthy. This document dated 31.09.1992 issued by the Superintendent, Central Telegraph Office, Coimbatore shows Krishnamurthy was a Coolie Messenger employed at CTO for delivery of telegraphs and contingent works. Page-46 contains an Identity Slip issued in 1993 by the same Superintendent showing that Krishnamurthy was doing the same type of work even in 1993. Page-49 gives the details telegrams delivered by Krishnamurthy in the year 2001. Page-53 reveals that he was continuing in the establishment and was doing the same work in 2002, immediately before the dispute was raised also. Thus it is clear from the documents referred to above that Krishnamurthy was working in the department at least from 1992. There is no reference of his having been engaged as contract worker. Several other documents produced on behalf of this witness shows that he is continuing in the establishment. Ext.W8 (series) shows that during 2004 and 2005 as well Krishnamurthy had been working in the establishment. There is also the evidence given by WW1 that he had been continuously working in the establishment. Thus it is clear that even though the Respondent is claiming that all the workmen including WW1 must have been engaged as contract labours, as revealed in the documents they were directly under the control and supervision of the officials of the Respondent. WW1 was directly reporting to them and they were sanctioning payment for him.

11. Another workman who seems to have been working for a long time is Manimaran examined as WW3. Ext.W12 is regarding sanction of coolie charges to Manimaran for delivering telegrams in the year 1993 and 1994. These

documents show that he was working for the establishment on all days. Ext.W13 is an Identity Slip issued in 1992 stating that Manimaran was employed in Central Telegraph Office, Coimbatore for delivery of telegrams. Ext.W15 containing the seal and signature of Telegraph Office, Ramanathapuram shows that Manimaran had been working for the establishment in 1991 also. In fact Ext.W15 contains the details of days for which Manimaran had worked in the years 1991 to 2002. When considered alongwith other documents this should be treated as the correct acknowledgement of the work done by Manimaran. Ext.W3 contains the details of telegrams delivered by Manimaran in February 2001. He had delivered 893 telegrams and had collected Rs. 1,786/- from the Telegraph Office, R.S. Puram. There is the evidence given by WW3, Manimaran that he had been working in the establishment from 1991 as a Telegraphman. So it is apparent that he was working in the establishment at least from 1991 and was there even at the time when the dispute was raised. As in the case of WW1, he was also directly working under the Respondent for a long time continuously. He is not referred to as a contract workman. Even if he was working on contract basis it is to be treated as a sham one.

12. Ext.W3 contains details in respect of some other workmen also. However, the particulars of their engagement in 2000 or 2001 only are available. There is nothing to show that they have been working in the establishment for a long time. There is no evidence also to show for how many days they have worked. So their claim for absorption or permanency in any case could not be entertained.

13. The counsel for the Respondent has referred to the decision of the Apex Court in Uma Devi's case reported in 2006 4 SCC 1 to contend that there cannot be regularization of the workmen as they were engaged without following due process of selection as envisaged in constitutional scheme. However, the dictum laid down in the Uma Devi's Case has been subsequently explained in the case MAHARASHTRA STATE ROAD TRANSPORT CORPORATION VS. CASTERIBE RAJYA PARIVAHAN KARMACHARI SANGHATHANA reported in 2009 2 SCC (L&S) 513. It has been held in the above decision that the powers of the Industrial and Labour Courts were not under consideration in Uma Devi case and issues like the one pertaining to unfair labour case was not at all referred to, considered or decided in Uma Devi case. Unfair labour practice on the part of the employer in engaging them as Badlis, casuals or temporaries and to continue them as such for years with the object of depriving them of the status and privilege of permanent employees as provided in Item-6 of schedule IV and the power of Industrial and Labour Courts under Section-30 of the Act did not fall for adjudication or consideration before the Constitution Bench, it was held. It was also held that Uma Devi does not denude the Industrial and Labour Courts of the statutory power to order permanency of the workers who have been victims of unfair labour practice on the part of the employer.

14. When considered in the light of the above proposition of law it could be seen that WW1 and WW3 were made to work continuously in the establishment under the guise of contract or otherwise. The establishment had been extracting work from them at a very low rate of wages for a very long time. It is unfair labour practice on the part of the establishment. They are entitled to be regularized.

15. MW1, the Assistant General Manager of Coimbatore SSA has stated that Ext.M1 is the notification which would show that BSNL Employees Union is given recognition only to represent the matters of its own members. According to the Respondent the Petitioner Union has no locus-standi to raise the dispute. WW2, an official of the Union has been examined to meet this case. Ext.W10 the bye-laws of the Union and Ext.W11 the resolution passed by the Union on 30th and 31st October, 2001 are marked through this witness. WW2 has stated that as per the bye-laws of the Union it is entitled to espouse the cause of BSNL employees in general. Apart from that it has decided to espouse the cause of all workmen who had not been regularized, by Ext.W11 resolution. So the contention that the Union is not competent to espouse the cause of the workmen will not hold good.

In view of the above discussion WW1 and WW3 are entitled to be absorbed in the establishment. Accordingly, an Award is passed as below:

WW1 and WW3, S.Nos. 1 and 2 respectively in the annexure to the schedule of reference in ID 54/2003 are deemed to have been absorbed with BSNL in their then position from the date on which the dispute was raised. They are entitled to the difference in the wages due to them on such absorption. The arrears of pay shall be paid within two months of the publication of the Award. In default it will carry interest at the rate of 6% per annum from the date of the Award.

ID 313/2004 is answered against the petitioner.

Awards are passed accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 22nd March, 2017)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner Union : WW1, Sri R. Krishnamoorthi
 WW2, Sri K. Srinivasan
 WW3, Sri R. Manimaran

For the 2nd Party/Respondents : MW1, Sri V. Visveswaran

Documents Marked:**On the petitioner's side**

Ex.No.	Date	Description
Ext.W1	-	Annexure to 2(k) petition
Ext.W2	-	Annexure to 2(k) petition
Ext.W3	-	Wage Receipt
Ext.W4	-	Identity Slip
Ext.W5	-	Messenger Delivery Slip
Ext.W6	-	Working Particulars
Ext.W7	Dec' 1997 to April 1999	Labour Charges bill for delivery of telegrams of R.Krishnamurthy
Ext.W8	Series [29 volumes]	Messenger Delivery Receipts of R. Krishnamurthy
Ext.W9	Oct'2004 to Mar'2005	Delivery record book of R. Palanisamy, R. Manikandan and M. Manikandan
Ext.W10	-	Bye-laws of the Union
Ext.W11	30/31 Oct'2001	Resolution of the union
Ext.W12 Series	3.5.2002	Wage receipt for the payment made
Ext.W13 Series	11.09.1992	Identification slip issued by the BSNL
Ext.W14 Series	10.10.2000	No. of telegrams delivered by me
Ext.W15 Series	1991 to 2002	Working Particulars
Ext.W16 Series	11.04.1995 & 1998	No. of working days given by Muniappan, ASTT And Ayyavoo, ASTT, Coimbatore
Ext.W17	-	Byelaw of the union original

On the Management's side

Ext.No.	Date	Description
Ext.M1	24.12.1992	Copy of DOT, New Delhi letter no. 29-18/91-SRT dated 24.12.1992 addressed to CGMR, Calcutta Phones and Endorsement No. E.1/107/Blgs/92-93/3 dated TR-1 the 02.02.1993
Ext.M2	30.03.1985	Office of the Director General Posts & Telegraphs regarding ban order for recruitment of casual labours.
Ext.M3	25.07.1989	Letter from Chief General Manager, Telecommunications, Tamil Nadu Circle, Madras-600002 regarding eligibility of casual labour to become office bearer of the Unions
Ext.M4	-	Copy of Page 137 of Appendix 3 from P&T Manual Vol.III
Ext.M5	-	Copy of Appendix No. 3 – Preservation of Records
Ext.M6	05.11.2001	Letter from BSNL to All Chief General Managers regarding adoption of the existing Appointing Authorities in respect of absorption of Group C and D staff in BSNL

Ext.M7	-	Copy of Appendix 13A at Page 426 of Financial & Hand Book of P&T Rules which deals with Rule-331
Ext.M8	-	Copy of letter from CGM, Telecom, Chennai to all Subordinate Offices
Ext.M9	-	Copy of the agreement entered into between BSNL and D. Kannan Contractor.
Ext.M10	21.11.2005	Certificate issued to for executing the Cable Construction Work in Coimbatore, Form V Employer under CLRA Act.
Ext.M11	22.06.1995	Copy of the document of prescribed procedure to be followed by the Department in the appointment of Group "D" employees category.
Ext.M12	19.12.2005	Award of Tender for Cable Constructions Work.

नई दिल्ली, 20 अप्रैल, 2017

का.आ. 1104.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सी.पी. डब्ल्यू.डी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, मुंबई के पंचाट (संदर्भ सं. 02/32 ऑफ 2006) को प्रकाशित करती है जो केन्द्रीय सरकार को 19.04.2017 को प्राप्त हुआ था।

[सं. एल-42012/263/2005-आईआर (सोएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 20th April, 2017

S.O. 1104.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 2/32 of 2006) of the Central Government Industrial Tribunal-cum-Labour Court (CGIT-2), Mumbai as shown in the Annexure, in the Industrial Dispute between the management of M/s. CPWD and their workmen, received by the Central Government on 19.04.2017.

[No. L-42012/263/2005-IR (CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT : M. V. Deshpande, Presiding Officer

REFERENCE NO. CGIT-2/32 of 2006

EMPLOYERS IN RELATION TO THE MANAGEMENT OF
CENTRAL PUBLIC WORKS DEPARTMENT

The Executive Engineer,
Central Public Works Department,
Goa Central Division, Bambolim,
Goa.

AND

THEIR WORKMEN

The Secretary
CPWD Mazdoor Union,
CPWD Office Compound, Bamanwada,
Vile Parle [E],
Mumbai – 400 099.

APPEARANCES :

FOR THE EMPLOYER : Mr. H.D. Rathod, Advocate

FOR THE WORKMAN : Mr. J.H. Sawant, Advocate

Mumbai, dated the 6th February, 2017

AWARD

1. Government of India, Ministry of Labour & Employment vide its order No. L-42012/263/2005 – IR (CM-II) dated 31.05.2006 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this tribunal for adjudication.

“Whether the action of the Executive Engineer, Central Public Works Department, Goa Division of utilizing the services of Shri Shabir I Telsiwale on contractual basis and not regularizing the services w.e.f. 3.10.1989 is legal and justified ? If not, to what relief Shri Shabir I Telsiwale is entitled ? “

2. After the receipt of the reference, notices were issued to both parties. In response to the notice, second party workmen filed his statement of claim Ex.7. According to the second party workman, he was employed with management of Central Public Works Department. He was selected and appointed by the management of CPWD in capacity of Motor Lorry Driver for driving the vehicles of the management. He was driving the management jeep No. CLR 4261 w.e.f. 3.10.1989. He was in continuous employment of the management. He was paid wages directly by the management. He was posted for the work at Kolhapur Central Sub-Division -1. He was paid wages at minimum rates on wages. He was not granted any other benefits which were available to the regular workman of the management attending the same and similar work of the management. He was repeatedly requesting the management to regularize his services as permanent workman of the management as done in case of other workmen placed in similar circumstances. His appointment and his continuation in service was approved and sanctioned by the competent authorities of the management from time to time by modifying the procedure of recruitment suitably for the reasons that there was ban on recruitment and therefore it was not possible for the management to follow strictly the rules of recruitment. He was qualified for the post and was appointed and continued in service by following office procedure for approval and sanction etc. His case for his regularization in service was under the active consideration of management. He was given assurance from time to time that he shall be given permanency in the employment. However, instead of regularizing his service, management continued his service and subsequently made paper arrangement that this services have been engaged through the contractor and threatened him of his dismissal from the services. As such management continued to indulge in unfair labour practice.

3. According to the applicant / union vide its letter dt. 3.5.2005 raised industrial dispute before Asstt. Labour Commissioner [Central], Ministry of Labour, Govt. of India, Mumbai over the demand for conferring upon the workman the status and privileges of permanent workman w.e.f. 3.10.89 in the post of Motor Lorry Driver with all consequential benefits. However, conciliation ended in failure. The Central Govt. has referred dispute for adjudication to this tribunal. The workman prays that action of Executive Engineer CPWD, Goa Division in utilising services of workman on contractual basis, in not regularizing the services w.e.f. 3.10.1989 and further discontinuing the services of workman w.e.f. 1.4.2006 be declared illegal and unjustified. He also prays for restoration of his services by conferring upon him the status of permanent workman.

4. The first party management resisted the statement of claim vide its written statement Ex.8. According to them the concerned workman Shri Shabir I Telsiwale was never employed at any time by the management of CPWD. He was neither working in CPWD nor employed by the CPWD. It is submitted that Executive Engineer Goa Central Division, Goa purchased a jeep and transferred the same to the Asst. Engineer Belgaon Central Sub Division – 4, CPWD Sambra – 24 under its control in November 1989. As there was no regular jeep driver available to run the departmental vehicle, Asstt. Engineer Belgaon invited quotations for running the said jeep for the period of 3 months from various local contractors. The quotations were called on regular intervals for providing the services of driving the departmental vehicles and the work orders used to be issued to the lower tenderers. One such contractor Shri Shabir I Telsiwale, concerned workman quoted his tender which was lowest @ 1000/- per month and Rs. 25/- per day as night halt outside Belgaon. Accordingly, the work order was issued to the lower contractor Shri Shabir I Telsiwale for 3 months only. For every 3 months work orders for driving vehicle had been issued to the agency which had quoted the lowest rates after fresh call of quotations and the payment for providing the services had been made as per the rates in the work orders and having accepted by the agency.

5. According to the management, concerned workman was not paid wages. He was paid contractual amount as per the quotations quoted by him and work order issued to him for driving the departmental vehicle. After the 3 months period is over, such contract came to a end. As such the applicant, the concerned workman Shri Shabbir I Tashewale was never employee of the management.

6. The work allotted to the concerned workman was as a contractor and hence there is no relation in between department and Shri Shabbir I Tashewale as of employer and employee.

7. According to the management, jeep which was in service was very old running on the road from 1989 and it was almost 17 years old. In the first week of January 2006 it met with break down on the road and is not in working

condition. Therefore no quotation was called after 31.3.2006 for driving the said jeep on contractual basis. It is thus contended that there was no question of restoration of services of Shri Shabbir I Tashewale. Therefore they prayed that reference be dismissed with costs.

8. Following are the issues for my determination. I reproduce the issues along with my findings thereon for the reasons to follow:

Sr. No.	Issues	Findings
1	Does union prove that, concerned workman is a employee of first party ?	No
2.	Does it establish employer-employee relationship of concerned workman with first party?	No, not proved
3.	Is concerned workman entitled for relief sought ?	As per final order
4.	What Order ?	As per final order

REASONS

Issue No. 1 & 2

9. Admittedly the concerned workman Shri Shabbir I Tashewale was working as motor lorry driver on work order basis. It is uncontroverted that he was paid the wages through contractor since 1989. M/s. Gulmohar Construction, Solapur was the contractor. Even it is admitted that there was ban to recruit the drivers in the department in 1989. The work of driving jeep was entrusted to lowest tenderer on the work order basis for the period of 3 months. The concerned workman in the reference has quoted his tender which was the lowest @ 1000/- per month and Rs. 25/- per day as night halt outside Belgaon and accordingly the work order was issued to the said lowest contractor Shri Shabbir I Tashewale on 30.11.2089. Ex.B below Ex.19 is the chart showing the details of periodical orders issued to the agencies. It shows that Shri Shabbir I Tashewale was issued the work order from 3.10.89 to 30.9.2001 initially for the period of 3 months which was continued for every 3 months period till 30.09.2001. It shows that on 1.10.2001 till 31.03.2005 work order was issued to M/s. Gulmohar Construction, Solapur and Shri Shabbir I Tashewale. This work order was issued for 3 months during the said period and thereafter from 1.4.2005 till 31.2.2006 work orders were issued to M/s. Gulmohar Construction, Solapur, A.B. Construction, again for M/s. Gulmohar Construction, Solapur and then to A.B. Construction for every months during this period. Chart clearly shows that the work orders were issued after inviting the quotations for driving the departmental vehicle / jeep and had issued for 3 months only to the lower tenderer. Ex.C below list Ex.19 is the copy of work order dated 3.10.1989. It shows that labour charges for driving departmental jeep were fixed at Rs. 1000/- per month and for 3 months which were fixed for Rs. 3000/- plus extra for night halts outside Belgaon for 15 days were fixed at Rs. 375/-. Total Rs. 3375/- were fixed towards labour charges and extra night halts. Contractor was responsible for the cleanliness of the jeep etc. and other conditions are mentioned in the said work order. Similar were the work orders on the basis of which the concerned workman worked as driver since 3.10.89 till 31.3.2006. The question is whether it could establish employer-employee relationship of the concerned workman with first party ?

10. The test which is uniformly applied in order to determine the relationship is the existence of right of control in respect of manner in which the work is to be done. The distinction is also drawn between contract for service and contract of service. In one case master can order or require what is to be done while in another case he can not only order or require what is to be done but how it shall be done. The principle which emerges from the authorities is that prima-facie test for determination of relationship between master and servant is the existence of right in the master to supervise and control the work done by the servant not only in the matter of directing what work the servant is to do but also manner in which he shall do his work. The correct method approach would be to consider whether having regard to the nature of work there was due control and supervision by the employer.

11. Here in instant case it is no doubt true that the concerned workman continuously worked from 3.10.89 till 31.3.2006 as jeep driver. He has put in 240 days service on 31.3.2006. But then the fact remains that since there was ban for recruitment, he was working on the basis of work order. After expiry of work order fresh quotations were again called and he again quoted lowest rates and fresh work order was issued to him for same work. He quoted lowest rates continuously for years together and work orders were issued to him for running the vehicle during this period. In view of that it can be said that his engagement was always for fixed 2 – 3 months and it was categorically provided so in each one of the work order given to him. Therefore non-engagement of concerned workman Shabbir I Tashewale on the expiry of period of last work order given to him did not amount to his retrenchment under section 2(oo) (bb) of the I.D.

Act, 1947 it is clearly provided that termination of the service of workman because of non-renewal of contract of employment of employment and its expiry does not amount retrenchment. In this regards hand can be led on the decision in case of *M/s. Haryana State FCCW Stock Ltd. Vs. Ram Nivas* AIR 2002 SC 2495 wherein the termination of service of the concerned workman on expiry of fixed period of his employment was not held to be accounting to his retrenchment despite of the fact that the workman has worked for 240 days in a year.

12. Learned Counsel for the concerned workman submitted that first party management has employed the concerned workman for his perennial nature of work for the period from 3.10.89 to 31.3.2006 on one device or the another. He was paid the amount of wages as per the rates decided by second party and that the services of the similarly situated workmen have been regularized by the first party management. He submits that appointment of second party workman and its continuation in service was approved and sanctioned by the competent authority of first party from time to time by modifying procedure of recruitment suitably for the reason that there was ban of recruitment and therefore it was not possible or permissible for the management to follow strictly the rules of recruitment. He submitted that the workman was qualified for the post and appointed and continued in service by following the office procedure. By approval and sanction under the device of the work order or otherwise, it can be said that the management continued to indulge in unfair labour practice within the meaning of items 10 and 13 of the 5th Schedule to the ID Act, 1947 read with section 2(RA) and 25T of the I.D. Act, 1947.

13. It is not possible to accept the submission. The first party is the Central Govt. Dept. and there are specified recruitment rules. If there is a vacancy it has to be advertised. The candidates have to be interviewed and medically examined and police verification has to be done before any person is appointed to the job. No such procedure was followed. The second party workman has admitted in cross-examination that no PF was deducted from his account. He used to get the payment as per work order and not on the basis of his presence at the work place. There was no muster roll. He admits that he was not medically examined. There was no police verification. He has filed quotations in 1989 and no other application form was filed by him for getting the employment. There is no order terminating the services of the second party workman because he was never given an appointment in the department. The second party workman worked on the basis of contractual work order. That would show that there never existed relationship of employer – employee between first party and second party workman even after second party workman has worked for 240 days on the basis of contract entered into by him with first party.

14. In the context, Learned Counsel for first party management seeks to rely on decision in case of *Secretary State of Karnataka Vs. Umadevi* (3 & ors 2006) 4 SCC – 1. With regard to legality of the engagement of workers on daily wages by the govt. the constitution bench observed as under

“3. A sovereign Government, considering the economic situation in the country and the work to be got done, is not precluded from making temporary appointments or engaging workers on daily wages.....”

12. In spite of this scheme, there may be occasions when the sovereign State or its instrumentalities will have to employ persons. In posts which are temporary, on daily wages, as additional hands or taking them in without following the required procedure, to discharge the duties in respect of the posts that are sanctioned and that are required to be filled in terms of the relevant procedure established by the Constitution or for work in temporary posts or projects that are not needed permanently. This right of the union or of the State Government cannot but be recognized and there is nothing in the constitution which prohibits such engaging of persons temporarily or on daily wages, to meet the needs of the situation. But the fact that such engagements are resorted to cannot be used to defeat the very scheme of public employment. Nor can a court say that the Union or the State Governments do not have the right to engage persons in various capacities for a duration or until the work in a particular project is completed.....”

15. In a nutshell, the legal position which emerges from *Umadevi* case can (supra) can be de-lineated as under:

“(i) the Government is not precluded from engaging workers on daily wages; (ii) appointment to public posts can only be made in terms of statutory rules framed under Article 309 of Constitution of India; (iii) an employee engaged on daily wage basis cannot claim to be made a permanent employee; (iv) the courts cannot direct regularization of services of workers engaged on daily wage basis; (v) the doctrine of ‘equal pay for equal work’ has no application in case of regularization of services of workers engaged on daily wage basis and (vi) in cases where services of workers engaged on daily wage basis gets regularized, such workers cannot claim parity with regular employees with regard to payment of salary and other allowances for the period prior to regularization of their services.”

16. These are the observations which I borrow from the decision in case of *Union of India Vs. Pooldev Singh* WP [C] 12479/2009 [Delhi High Court]. In view of this legal position it cannot be said that in facts and circumstances of this case, the first party management indulged into unfair labour practice.

17. Learned Counsel for the concerned workman relied on various documents pertaining to the internal communication in between concerned workman and department. Ex.21 is the certificate given by the first party to the second party stating that second party workman was working at Belgaon Central Sub Division CPWD Belgaon under Goa Central Division and he is hard working, sincere and very honest, obedient as well as skilled worker. Ex.40 is the internal letter in relation to recommendation for the regularization of service of second party workman. Ex.23 is also internal letter recommending the regularization of second party workman in the post of Motor Lorry Driver. Ex.24 is the circular stating that services of daily rated employees engaged prior to ban of recruitment are to be regularized. Ex.25 is also internal letter stating that representation received from the second party workman has been sent to higher authorities for duly recommending his services. Relying on these documents the submission is that even the recommendations were made for regularizing the services of second party workman in the post of Motor Lorry Driver since he is hard working, sincere and very honest.

18. These recommendations were contrary to the law laid down in Umadevi's judgment and merely on the basis of these recommendations it cannot be said that there existed employer employee relationship in between first party management and concerned workman. I say so because these recommendations are not binding on Central Govt. There was ban from the Government for recruitment in the year 1994 and the ban continued. Therefore the workman was appointed on contract, by work order to drive the jeep and not heavy vehicles. In his evidence management witness has not stated that there was availability of the post as per recruitment rules. When drivers are to be recruited depending upon availability of post as per recruitment rules the workman cannot be regularized unless ban is lifted. Even in case of similarly situated workman, the management is directed to regularize the service as and when ban lifted and vacancy arises as per rules. So far as present workman is concerned he cannot claim regularization on the basis of availability of post as per recruitment rules. In view of that also all these recommendations and the internal letters relied upon by the concerned workman are of no help and he cannot claim regularization of service.

19. Even then Learned Counsel for the concerned workman submitted that the action of management is in utter disregard to the provisions made u/s. 33 of the I.D. Act, 1947 since management discontinued the services of concerned workman w.e.f. 1.4.2006 with willful disobedience of order of Hon'ble High Court.

20. In this respect if we see the evidence that has been placed on record it can be seen that admittedly in June 2006 the jeep which the concerned workman was driving, broke down. He admits that the said jeep was 17 years old jeep. Thereafter, the said jeep was scrapped and therefore quotations in respect of jeep were stopped. Admittedly the vehicle broke down during the quarter from 1.1.2006 to 31.3.2006. Break down took in the first week of said quarter. Admittedly the said such quotation was given to A.B. Construction and thereafter quotations in respect of that jeep was stopped. Obviously therefore there was no question of issuing any fresh work order in respect of that jeep and therefore it appears that his services were discontinued.

21. In that respect the Learned Counsel for the first party management seeks to rely on the decision in case of AB Security Agents employees Union and RLC & Ors 2010 (127) FLR 643. In para 9 of the judgment it has been observed while referring to Division Bench judgment in case of Delhi Pradesh Rajdhani Mazdoor Union Vs. DDA CW (P) 1305 / 1991 that the DDA in terminating the services in terms of contract had not in any manner varied the terms of services of the members of the petitioner union in that case and therefore no question of seeking any express permission in writing of the authority before it the proceedings were pending because the services got extinguished by efflux of time on expiry of their contract. It was further held that if DDA would have tried to terminate the services before the contract was over then the workmen would have been protected under section 33. It is held that discharge of services after expiry of term of his employment does not violate the provisions of section 33 of the Act. In view of this legal position also I find that the services of the concerned workman Shri Shabbir I Tashewale were discontinued on account of break down of jeep which he was driving and therefore the quotations of that jeep were stopped. In view of that also he cannot seek regularization of services since his services were discontinued because of non-renewal of contract of employment on its expiry and it does not amount to retrenchment.

22. Learned Counsel of the concerned workman seeks to rely on the decision in case of Durgapur Casual Workers Union & Ors. Vs. FCI & Ors. 2015 – 1 CLR 379 to submit that Industrial Labour Court has power under section 30 read with section 32 of MRTU & PULP Act to order permanency of the workers who have been victims of unfair labour practice of the employers. Once the unfair labour practice on the part of employer is established the Industrial & Labour Courts has their powers under section 30 read with section 32 of MRTU & PULP Act. Here in the instant case it is finding of fact that the management is not indulged in unfair labour practice.

23. Learned Counsel of the concerned workman also placed reliance on the decision in case of Devinder Singh Vs. Municipal Corpn. Sanaur 2011 (II CLR) 461 to submit that source of employment, the method of recruitment, the quantum of wages, pay and mode of payment are not at all relevant for deciding whether or not a person is workman within the meaning of section 2(s) of the Act.

24. He also seeks to rely on the decision in case of Executive Engineer Public Works Dept. & Anr. Vs. Parshuram Mukund Malode 2002 II CLR 113 to submit that when the demands of permanency of PWD workers are pending in consolation the action of their retrenchment without permission of consolation officers amounts to unfair labour practice.

25. The facts in the cases cited above are quite distinct and distinguishable.

26. Considering all these facts, I find that the second party workman has not established employer-employee relationship with first party management. Material placed on record amply makes it clear that the concerned workman worked on the basis of contractual work orders. He was not employed by the first party management and therefore he is not employee of first party. Issue Nos. 1 & 2 are answered accordingly as indicated against each of them in terms of above observations.

Issue Nos. 3 & 4

27. In view of my findings to Issue Nos.1 & 2, the concerned workman is not entitled to relief of conferring upon him the status and privilege of permanent workman. He also cannot seek reinstatement. As such he is not entitled to reliefs sought. The reference is liable to be rejected with no order has to costs. Thus the order.

ORDER

Reference is rejected with no order has to costs.

Date: 06.02.2017

M. V. DESHPANDE, Presiding Officer

नई दिल्ली, 20 अप्रैल, 2017

का.आ. 1105.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार महाप्रबंधक, बीएसएनएल, कोयम्बटूर व अन्य एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 50/2003, 56/2003, 58/2003, 319/2004, 331/2004, 351/2004,) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03.04.2017 को प्राप्त हुआ था।

[सं. एल-40011/46/2002-आईआर (डीयू),

सं. एल-40011/47/2002-आईआर (डीयू),

सं. एल-40011/45/2002-आईआर (डीयू),

सं. एल-40011/40/2003-आईआर (डीयू),

सं. एल-40011/39/2003-आईआर (डीयू),

एल-40011/37/2003-आईआर (डीयू)]

राजेन्द्र जोशी, उप-निदेशक

New Delhi, the 20th April, 2017

S.O. 1105.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. Nos. 50/2003, 56/2003, 58/2003, 319/2004, 331/2004, 351/2004,) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure, in the industrial dispute between the employers in relation to the General Manager, BSNL, Coimbatore and others and their workman, which was received by the Central Government on 03.04.2017.

[No. L-40011/46/2002-IR (DU),

No. L-40011/47/2002-IR (DU),

No. L-40011/45/2002-IR (DU),

No. L-40011/40/2003-IR (DU),

No. L-40011/39/2003-IR (DU),

No. L-40011/37/2003-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI**Wednesday, the 22nd March, 2017**Present : K.P. PRASANNA KUMARI, Presiding Officer****Industrial Dispute Nos. 50, 56, 58 of 2003 and 319, 331 and 351 of 2004**

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Bharat Sanchar Nigam Ltd. and their workman)

BETWEEN :

The Circle Secretary : 1st Party/Petitioner Union
 Indian Telecom Employees Line Group “C” & “D”
 No. 21/10, R.K. Srinivas Apartments
 Bharathiyar 1st Street
 Pazhavanthangal
 Chennai-600114

AND

1. The General Manager : 2nd Party/1st Respondent
 BSNL,
 Coimbatore-600043
2. The Chief General Manager : 2nd Party/2nd Respondent
 BSNL, Tamilnadu Circle
 Anna Salai
 Chennai-600002

Appearance :

For the 1st Party/Petitioner Union : M/s. K.M. Ramesh, Advocates
 For the 2nd Party/1st & 2nd Respondent : Sri D. Simon, Advocate

S.No.	Industrial Dispute No.	Reference No.
1.	50/2003	L-40011/46/2002-IR (DU) dated 06.03.2003
2.	56/2003	L-40011/47/2002-IR (DU) dated 17.04.2003
3.	58/2003	L-40011/45/2002-IR (DU) dated 23.04.2003
4.	319/2004	L-40011/40/2003-IR (DU) dated 13.02.2004
5.	331/2004	L-40011/39/2003-IR (DU) dated 29.03.2004
6.	351/2004	L-40011/37/2003-IR (DU) dated 01.04.2004

The Central Government, Ministry of Labour & Employment referred the IDs mentioned above to the Industrial Tribunal, Chennai for adjudication. The IDs were numbered as ID Nos. 50/2003, 56/2003, 58/2003, 319/2004, 331/2004 & 351/2004 respectively. In both IDs the parties have entered appearance through the counsel and filed claim and counter statement respectively.

The Schedule mentioned in that order is :

ID Nos. 50/2003

“Whether the demand of the Union for absorption of the 133 workers (List attached) engaged through various contractors for house-keeping work, by BSNL is justified? If not, to what relief they are entitled?”

ID No. 56 of 2003

“Whether the demand of the Union for absorption of the 90 workers (list attached) engaged through various contractors for cable work, by BSNL is justified? If not, to what relief they are entitled?”

ID No. 58 of 2003

“Whether the demand of the Union, for absorption of the 153 workers (list attached) engaged through various contractors by BSNL is justified? If not, to what relief they are entitled?”

ID No. 319/2004

“Whether the demand of the Union for absorption of 137 workers (list enclosed) engaged through contractors by the General Manager, BSNL, Coimbatore to do house-keeping work is justified? If not, to what relief they are entitled to?”

ID No. 331/2004

“Whether the demand of the Union for absorption of 25 workers (list attached) engaged through contractors by the General Manager, BSNL, Coimbatore to do work is justified? If not, to what relief they are entitled to?”

ID No. 351/2004

“Whether the demand of the Union for absorption of 78 workers (list enclosed) through contractors by the General Manager, BSNL, Coimbatore to do cable work is justified? If not, to what relief they are entitled to?”

COMMON AWARD

3. On receipt of the Industrial Dispute this Tribunal numbered it as ID No. 50/2003 and issued notices to both sides. Both sides entered appearance through their counsel and filed Claim and Counter Statement respectively.

4. The averments in the Claim Statement filed by the petitioner in ID No. 50 of 2003 are as below:

The petitioner is a registered union having substantial number of permanent workmen working in BSNL as its members. The employees who are concerned in the dispute are working under the control and supervision of BSNL. They are all doing housekeeping work. This is integral part of the work of the department. The workers who are doing such works cannot be treated as contract labour. The so-called contract system is sham. The work performed by the concerned workmen are essential in nature. The Respondent is an establishment as per Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workman) Act. The concerned employees have to be made permanent on completion of 480 days in a period of 24 calendar months of their joining the establishment. An Award may be passed holding that the concerned workmen are entitled to be absorbed and regularized in the service of the Respondent from the date of their joining the service together with continuity of service and other attendant benefits.

5. The Respondents have filed Counter Statement contending as below:

The Petitioner has no *locus-standi* to espouse the cause of persons who are not employees of the Respondent. The petitioner is not a recognized union. The subject-matter of the claim does not relate to service conditions of the employees of BSNL so the claim is not justified. The claim of the petitioner that the work done by the concerned employees is perennial in nature, that there is direct control and supervision by the Respondents etc. are incorrect. The petitioner having admitted that the concerned workmen are contract labourers, there is no question of absorption or regularization of these workmen. It is not admitted that the concerned employees are doing the work of housekeeping. The averment that contract system is sham is not correct. The concerned employees are not entitled to permanency under BSNL under the provisions of CLRA Act. The petitioner is not entitled to any relief.

6. The workmen who are concerned in ID No. 56/2003 are said to be doing cable work. The contention raised on their behalf is similar to that in Claim Statement in ID No. 50 of 2003. It is stated that all the concerned workmen have been under the direct supervision and control of the Respondents, that they are doing work which is perennial in nature, that the contract system, if any concerning them is a sham one and they are entitled to be regularized in the service of the Respondents. The Respondents have filed Counter Statement raising contentions similar to the one in ID No. 50/2003.

7. The workmen involved in ID No. 58/2003 are said to be doing line work, cable jointing work, etc. They have also claimed that they are under the direct control and supervision of the Respondents, that the alleged contract concerning them is sham and they are entitled to be regularized in the service of the Respondents. The Respondents have filed Counter Statement raising contentions similar to that in ID No. 50/2003.

8. The workmen involved in ID No. 319/2004 are said to be doing housekeeping work. They have also contended that the contract system is a sham one, that they are doing work which is perennial in nature and they are entitled to be regularized in the service of the Respondents. In this also Counter Statement is filed resisting the claim.

9. The workmen involved in ID No. 331/2004 are also said to be doing line work. They have also claimed regularization in the service of the Respondents on the ground that they are doing work which is perennial in nature,

that the contract, if any concerning them is sham and they are entitled to regularization. The contentions raised in the Counter Statement are similar to those raised in the connected cases.

10. The workmen involved in ID No. 351/2004 are also said to be doing cable work. They have also claimed regularization in the service of the Respondents.

11. The petitioner and the Respondents in all the IDs are the same. The reliefs claimed also are similar. These IDs are tried jointly at the instance of the parties treating ID No. 50/2003 as the main case. Evidence was recorded in this case.

12. The evidence consists of oral evidence of WWs 1 to 4 and MW1 and MW2 and documents marked as Ext.W1 to Ext.W29 and Ext.M1 to Ext.M34.

13. **The points for consideration are:**

- (i) Whether the demand of the Petitioner Union for absorption of the workmen involved in different IDs are justified?
- (ii) What are the reliefs, if any, to which the concerned workmen are entitled?

The Points

14. There are 133 workmen involved in ID No. 50/2003, 90 workmen in ID No. 56/2003, 153 workmen in ID No. 58/2003, 137 workmen in ID 319/2004, 25 workmen involved in ID 331/2004 and 79 workmen involved in ID No. 351/2004. the claim of the petitioner on behalf of these workmen is that they have been working with the Respondents in different areas such as housekeeping, line work, cable work, etc., that the contract system, if any under which they are allegedly working are sham and nominal, that the work done by them is essential and perennial in nature, that they are under the direct control of the Respondents and they are entitled to be absorbed and regularized in the service of BSNL which is represented by the Respondents. All these workmen are said to have started to work even before the formation of BSNL when it was under the Department of Telecommunications. The names and other details of the concerned workmen are given in the annexure to the schedule of reference in the respective IDs.

15. Though, such a large number of workmen are claiming absorption, only three of them, WW1, WW3 and WW4 have given evidence. WW2 is an Office Bearer of the Petitioner Union. His evidence is intended to show that the Petitioner Union has got *locus-standi* to espouse the cause of the concerned workmen. The documents produced pertain to a few numbers of workmen only.

16. The evidence given by WW1 who is S.No. 107 in the annexure to the schedule of reference in ID No. 50/2003 and the documents pertaining to him could be examined first. This witness has in fact given evidence on behalf of all the workmen concerned in all the IDs together. This witness has reiterated the contentions in the respective Claim Statements. He has stated in the Proof Affidavit that the workmen including him are getting payment directly from the Office of the BSNL and they were getting wages directly from the Department of Telecom prior to formation of BSNL. He has also given the names of the Officers who are said to have extracted work from them. Ext.W1 is the Attendance Register said to be in respect of workmen including WW1. This register is prepared in plain paper. However, most of the pages contain the signature of JTO under whom he is said to have been working. The register is for the period from 01.09.1998 to 31.03.1999. WW1 is still working with BSNL. Ext.W11 is another document that is available regarding the work of this witness. This document (Page-139) is a certificate by Sub-Divisional Engineer given on 14.10.2005 to the effect that he has been doing cleaning work under tender for providing housekeeping and general conservancy services from August 1999 in the Central Telephone Exchange premises, Coimbatore. No other documents are available in respect of this witness. However, the fact that he is still working with BSNL is not in dispute. So it is clear that he must have been working for the establishment at least from 1998. Housekeeping is work which is perennial in nature. So he must have been doing the work continuously. Though there is a case for the Respondents that all the work were being done on contract basis, the particular contract through which WW1 is engaged is not produced by the Respondents. So his case that he is under the direct control of the Respondents is to be accepted. Even if there is any contract it must be a sham one. It is stated in the Claim Statement and also in the Proof Affidavit that even in cases where there are contracts for work the employees of BSNL themselves are the Contractors. The Respondents have not taken any steps to show otherwise. This fortifies the case that the contract is a sham one.

17. Mary Vasantha, WW3 is S.No. 122 in the annexure to the schedule of reference is ID No. 50/2003. She is also still working in the establishment. She has named 11 other workers involved in ID No. 50/2003 and has stated that she is giving evidence on behalf of those persons also. She has stated that all of them are getting payment directly from the Office of BSNL and from the Department of Telecom before the formation of BSNL. She has stated that the case of the Respondents that they are contract workmen is not correct and the Contractors have not appointed them.

18. Ext.W2, Ext.W3, Ext.W11 and Ext.W13 are the documents concerning WW3. Ext.W2 is the Duty Chart showing the name of WW3 as well. Though, prepared in plain paper it contains some signature purportedly that of the

Officers of Departments of Telecommunications. Ext.W3 is a letter by a Sub-Divisional Engineer of one department to another. This contains the seal of the establishment also. In this letter of January 2002. It is stated that the names of contract labourers working in the Main Telephone Exchange prior to the year 1988 are given. The list of the concerned workers also is annexed to this letter. WW3 is shown as S.No. 3 in this. It states that she had worked from 01.12.1995 to 31.08.1994 from 01.09.1995 to 01.09.1999 and from 1999 to till date. The nature of work done by her is said to be of Creche Ayah, Casual Mazdoor and also cleaning, sweeping, scavenging, etc. It is further stated that the work is under contract basis. Ext.W11 (series) contains the certificate of this witness as well. The certificate given in Page-132 is by the Lady Welfare Superintendent of the Telephone Exchange, Coimbatore. This states that the work is on contract basis. Ext.W13 (Page-141) is a letter from Sub-Divisional Engineer of one department to another. It is stated in this that WW3 was Sweeper. This letter is dated 10.03.2005. Page-145 of the same document contains the details of Mazdoors engaged prior to 1988. This detail is also given by the Lady Welfare Superintendent and it contains her signature and seal. As seen from this, WW3 has started to work from 01.12.1985 and was continuing in the establishment. It is apparent from this information given by the Welfare Superintendent that this witness had been working for the establishment even from 1985 and she had been working as Ayah and had also been doing cleaning, sweeping and scavenging work and had been continuously working. Apparently, the works were perennial in nature even though her work is referred to as contractual in nature, details are not given by the Respondents. When the nature of the work and the circumstances under which this worker had been working are taken into account the contract, if any is to be treated as a sham one.

19. Next is the evidence given by WW4, Vadivelu who is S.No. 55 in ID No. 351/2004. This workman has named 13 more workmen in his affidavit and has stated that he is giving evidence on their behalf as well. He has stated that all those named are still working with the Respondents. He has stated that cable jointing work done by him and those others named by him is an integral part of the work of the department. He has further stated that all of them are getting salary from a Telecom Mechanic who is a permanent employee of the department. According to him, this Mechanic has been giving directions and instructions regarding the work to be done. He was being paid by the establishment from 1990 onwards. Earlier it was wages but from 1992 onwards he was paid a consolidated amount as salary. It was only in the year 1998 tender was called for contract to do cable work and though the concerned workmen were described as contract workers, any such Contractor has not been available.

20. Ext.W18 is the Muster Roll containing the signature and seal of the Sub-Divisional Officer in the column for each day starting from 01.02.1992 and upto 31.07.1994. Ext.W19 contains copies of cable diagrams for the period from 15.09.2005 to 14.10.2005. All these contain the signature of WW4. Of course, these are subsequent to the reference but shows that the concerned workman was working in the establishment even after the reference. This justifies the case that he is still working in the establishment. Ext.W21 contains copies of work order note for carrying out fault repair for the period from 03.09.2013 to 13.11.2013. These also contain the signature and seal of the concerned official of the department. The witness is described as Cable Jointer in all these. Ext.W25 is a certificate by a Retired Officer stating that the witness had worked as casual labour for Telecom Cable and Line Work during the period from 04.04.1997 to 07.08.1999. Of course, the person might not have been competent to issue such a certificate. But when considered along with documents already discussed it is clear that WW4 has been working from the year 1992. Work was being extracted from him all along and he is an expert in the Cable Jointing Work. In spite of continuous work of perennial in nature he is described as contract worker but without any supportive documents. The contract, if any is to be treated as a sham one.

21. Ext.W7 is the document produced in respect of C. Prabhu, S.No. 121 in ID 50/2003. Ext.W7 is the imprest account showing payment to Prabhu towards labour charges for the period from 05.04.1997 to 21.10.1998. No documents are available to show that he was continuing with the Respondents at the time when the reference was made. There is nothing to show that this individual is now working in the establishment also. On the basis of Ext.W7 alone no relief can be granted to Prabhu.

22. M. Sridharan is S.No. 120 in ID No. 50/2003. Ext.W8 contains a series of certificates stating that Sridharan had attended duty on particular dates. The series evidence payment for the period from 01.04.1997 to 30.04.1999. Ext.W9-Attendance Register (Page-76) states that Sridharan joined duty on 24.03.1997. Page-100 reveals his presence up to April 1999. No other evidence is available to show that he continued in the establishment after this period and was there even at the time when the dispute was raised. The concerned person himself did not come forward to give evidence. He is also not entitled to any relief.

23. Ext.W9-Attendance Register shows the name of Sivasakthivel, S.No. 119 in ID No. 50/2003 also. This document evidences attendance from November 1996 to March 1997 only. One does not know if he has continued after that also or if he was there at the time when the dispute was raised. He is also not entitled to any relief.

24. Ext.W9 reveals attendance of Ramesh, S.No. 127 in ID No. 50/2003 also. Ext.W9 (Page 112) shows he was there in April 1998. His attendance is seen marked up to March 1999. There is no indication of his having been continuing as a workman even after that. He is also not entitled to any relief.

25. Vijaya is S.No. 128 in ID 50/2003. Ext.W9 (Page-104) shows she was working in November, 2001. Her presence upto February 2002 (Page-111) is seen marked in the Register. There is nothing to show that she has started to work in the establishment even earlier. Ext.W11 (Page-131) is a Service Certificate by the Welfare Superintendent stating that she is working on contract basis from 11.08.2004. There is no evidence as to whether she was there after February 2002 and before 11.08.2004. The documents are insufficient to grant a relief in favour of this individual.

26. Maragatham is S.No. 124 in ID 50/2003. Ext.W11 (Page-133) is a certificate stating that Maragatham was working in Coimbatore Telephone Exchange from 08.04.1975 to 21.09.1980 as Casual Mazdoor and from 05.07.1982 as Ayah. The certificate is seen issued in 1984. Ext.W15 gives the service particulars including that of Maragatham. This is one sent by the Lady Welfare Superintendent. The particulars in respect of Maragatham reveal that she started to work in 1975 and was working there even on 30.01.2002, the date on which the details were given. It further states that from September 1999 onwards she was working as contract labour. This document reveals that Maragatham had worked for a long time. There is the evidence of WW3 that she is still working. This is probable when the fact that she was there on 20.01.2002 on the eve of raising of the dispute is considered. In that case she is definitely entitled to relief. After continuously working directly under the establishment she seems to have been put under the pretext of a contract. The contract is to be considered sham. She is to be deemed to have been regularized in the service of the Respondents from the date on which the dispute was raised.

27. Amaravathi is S.No. 123 in ID 50/2003. Ext.W13 is a letter from the Principal General Manager of BSNL, Coimbatore to Amaravathi asking her to furnish certain particulars including the Muster Rolls, etc. However, the next letter (Page-140) states that she cannot be considered for re-engagement as casual mazdoor. Ext.W15 (Page-145) refers to Amaravathi also. This document, as stated, is giving details of mazdoors engaged prior to 1988. As seen from the document she has started to work in 1982 and had been continuing even on 30.01.2002, the date of the document. So it is clear that subsequently she was re-engaged even if there was a gap. Ext.W11 (Page-136) is the Service Certificate in respect of Amaravathi which states that she was working on contract basis from 11.08.2004. As per Ext.W15 she was continuing with BSNL even on 30.01.2002. So it is to be assumed that she continued thereafter also and subsequently treated as a contract labour. The Respondents did not state under which Contractor she has been working on contract. The contract, if any should be considered as a sham one and she is entitled to be regularized in the service of the BSNL.

29. Saraswathi is S.No. 125 in ID 50/2003. Ext.W15, the details given by the Welfare Superintendent states that she has been doing scavenger work from 10.06.1986 and had been still continuing as on 30.01.2002. Ext.W11 includes the Service Certificate (Page-136) of this worker. The Welfare Superintendent had certified that she had been working from 11.08.2004 on contract basis. That shows she was there even after the dispute was raised. Mention of her as a contract worker is not of any consequence in view of long period of work undergone continuously. She seems to have been treated as a contract worker at a late stage. This was only a camouflage used by the Respondent to avoid regularization. The contract, if any is to be treated as sham. She is also entitled to be regularized, considering her long period of work, from the date on which the dispute was raised.

30. Palaniswamy is S.No. 1 in ID 351/2004. The evidence given by WW4 is on behalf of this workman also. He is named as a person who is still working with BSNL. Ext.W25 is a certificate stating that Palaniswamy was a casual labour for Telephone Cable and line Work during the period from 04.04.1997 to 07.08.1999. But this is of course issued by a Retired Officer. Ext.W26 is an Issue Slip requesting to issue certain materials to Palaniswamy. This is dated 15.07.2003. Ext.W26 (series) contain Issue Slips requesting to issue certain materials to Palaniswamy. These are of 2003. Ext.W27 are details regarding shifting of cable joint at Udumalpet Exchange. The name of the worker given is of Palaniswamy. However, most of the documents in the series do not give any date. The dates shown in some of them are dates after reference of the dispute other than Ext.W25. There is nothing to show if he was working even before the date of reference or in what capacity. So this workman is not eligible for any relief.

31. Though several workmen are named in the annexure to the schedule of reference in the respective IDs no documents are available at all to show that these individuals have ever worked with the Respondent establishment or are continuing in the establishment. So none of them are entitled to any relief.

32. There is a case for the Respondents that there was ban on engaging casual workers directly after 30.03.1985 as revealed by Ext.M2 order issued by Government. According to the Respondents none of the concerned workman could have been directly engaged after Ext.M2. However, the fact remains that even after 1985 persons were engaged and paid directly by the department. So what is to be assumed is that in spite of the ban casual labourers used to be engaged by the Respondents. These, as stated, are indicative of the fact that the contract if any was only sham and nominal and the workmen were under the direct control of the Respondents. The Respondents are those who must be in possession of the relevant documents regarding the so-called contracts. The workmen referred to above have provided sufficient evidence to show that they were directly employed by the Respondents. The burden then shifts on the Respondents to disprove the case that they were not working directly but only under the Contractor and there was no direct employer-

employee relationship between them and the Respondents. This burden is not discharged. The contract if any is to be treated as sham.

33. The counsel for the petitioner has referred to the decision of the Apex Court in *WORKMEN OF FOOD CORPORATION OF INDIA VS. FOOD CORPORATION OF INDIA* reported in AIR 1985 SC 670 where it was held that a person who is under direct employment cannot be converted to a contract employee. It was a case where the Food Corporation had engaged several workmen directly but subsequently a Contractor was inducted and the workmen were brought under him. The dictum was laid down in this context. The petitioner had raised the dispute not long after the so-called contractual system was brought into effect. Apparently, the Respondents without notice to the concerned workmen had brought in a contract system. But they have not proved it properly. The Apex Court has stated in *HUSSAINBHAI VS. ALATH FACTORY THOZHILALI UNION* reported in AIR 1978 SC 1410 that the presence of intermediate Contractors with whom the workers have immediate or direct relationship *ex contractu* is of no consequence when on lifting the veil or looking at the conspectus of factors governing employment will discern the naked truth, though draped in different perfect arrangement, that the real employer is the Management and not the immediate Contractor. In the present case, on removal of the veil it is very much clear that the contract system if any under which the concerned workers were working was only sham and nominal and they were really working under the Respondents itself.

34. There is a contention for the Respondents in the Counter Statement that the Union has no capacity to represent the workmen. MW1, the Divisional Engineer examined on behalf of the Respondents has stated during his evidence that the casual labourers could not have become members of the Union. Ext.M3 circular is produced to prove this. He has also stated that the concerned workmen who are not even casual labourers cannot become members of the Union and for this reason the Union is not competent to represent them in this dispute also. The petitioner has examined WW2, the Treasurer of the Union to meet this contention. As seen from his evidence there were earlier 6 Unions among the workmen of the Respondents. However, these Unions got merged with the Petitioner Union. In the Working Committee Meeting of the Union it was decided to espouse the cause of the concerned workmen. The resolution of the Union is marked as Ext.W10. When such a resolution is taken the Petitioner Union is quite competent to raise the dispute on behalf of the concerned workmen. So the contention that the Union is not competent to espouse the cause of the workmen will not hold good. Those workmen who have proved their eligibility by establishing that they were working with the Respondent for a long time are entitled to relief.

35. Relief can be moulded on the basis of the period of work of the concerned workman. WW3 and WW4, Maragatham, Amaravathi and Saraswathi were working for a long time. On the other hand WW1 had started to work only in late 1998. Those who had been working for a longer time are entitled to be absorbed and regularized from the date on which the dispute was raised. WW1 will be absorbed from the date of Award only.

Accordingly an Award is passed as below:

Mary Vasantha, S.No. 122, Maragatham, S.No. 124, Amaravathi, S.No. 123 and Saraswathi, S.No. 125 in ID 50/2003 and Vadivelu, S.No. 55 in ID 351 of 2004 shall be deemed to have been absorbed and regularized in the service of BSNL in their then position with effect from the date on which the dispute was raised. They shall be entitled to regular scale from this date. The difference in the salary payable to them shall be paid within two months of the publication of the Award. In case of default, interest at the rate of 6% is payable on the amount from the date of the Award. WW1, S.No. 107 in ID No. 50/2003 shall be regularized in the service of BSNL from the date of the Award.

ID 50/2003 and ID 351/2004 are thus partly answered in favour of the petitioner.

ID 56/2003, 58/2003, 319/2004 and 331/2004 are answered against the petitioner.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 22nd March, 2017)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1 st Party/Petitioner Union	:	WW1, Sri S. Shanmughasundaram WW2, Sri K. Srinivasan WW3, Sri K.J. Mary Vasantha WW4, Sri M.P. Vadivel
For the 2 nd Party/Respondents	:	MW1, Sri V. Visveswaran MW2, Sri R. Karthikeyan

Documents Marked:**On the petitioner's side**

Ex.No.	Date	Description
Ext.W1	01.09.1998 to 01.03.1999	Attendance Registers
Ext.W2	08.09.1994 to 08.07.1999	Duty Chart
Ext.W3	31.01.2002	Mazdoors Engaged Letter
Ext.W4	-	Annexure to 2(k) petition
Ext.W5	-	Bye-Laws of the Union
Ext.W6	30/31 Oct. 2001	Resolution of the Union
Ext.W7	05.04.1997 to 21.10.1998	ACE 2 Imprest Account of C. Prabhu signed by S. Gnanasambandhan and Karunambal, SDE E 10 B
Ext.W8	01.04.1997 to 30.04.1999	Payment claimed for M. Sridharan for Housekeeping and General Service – Internal Correspondence
Ext.W9	1996 to 1999 And 2001	Available Attendance Register of R. Sivasakthivel, M. Sridharan, R. Ramesh, K. Vijaya, R. Maragadam, K.J. Mary Vasantha, P. Saraswathy
Ext.W10	11.06.1996	Certificate of Appreciation given to Vijaya, Casual Labour by the Department of Telecom
Ext.W11	-	Service Certificate issued to R. Sivasakthivel, P. Saraswathy, A. Shanmugasundaram, K. Vijaya R. Maragadam, N. Amaravathy, Mary Vasantha by Labour Welfare Superintendent, Telecom
Ext.W12	-	Personal Record of employment on Muster Roll of N. Amaravathy and other correspondence (series)
Ext.W13	10.03.2005	Particulars of Housekeeping personnel furnished by SDE C. Subramaniam
Ext.W14	-	Bye-Law of the Union
Ext.W15	20.01.2002	Service particulars of 5 employees
Ext.W16	21.03.2006	Parliamentary Question
Ext.W17	13.09.3002	Report of Failure of Conciliation
Ext.W18	-	Copies of Muster Roll for the period of 01.02.1992 to 31.07.1994 (W-1 Series)
Ext.W19	-	Copies of Cable Diagram for the period 15.09.2005 to 14.10.2005 (W-2 series)
Ext.W20	-	Copies of Work Gate pass for getting materials from Stores for 14.10.2011(W-3 series)
Ext.W21	-	Copies of Work order note for carrying out fault repair for the period 03.09.2013 to 13.11.2013 (W-4 series)
Ext.W22	-	Copies of Cable Fault Maintenance Diagram for the period 08.06.2009 to 31.07.2009 (W-5 series)
Ext.W23	03.01.2011	Copy of letter from Divisional Engineer, Udumalpet to the Asstt. General Manager, Coimbatore (Ext.W-6)
Ext.W24	-	Photographs showing the work performed by V. Palanisamy (W-7 series)
Ext.W25	-	Certificate issued by Line Inspector, Phones to V. Palanisamy (Ext.W-8)
Ext.W26	-	Copies of store slips issued to V. Palanisamy (Ext.W-9)

Ext.W27	-	Diagrams for carrying out fault repair regarding V. Palanisamy (Ext.W-10 series)
Ext.W28	11.06.2004	Purchase order issued in favour of V. Palanisamy (Ext.W-11)
Ext.W29	-	Diagrams for carrying out fault repair regarding V. Palanisamy (Ext.W-12 series)

On the Management's side

Ext.No.	Date	Description
Ext.M1	24.12.1992	Copy of DOT, New Delhi letter no. 29-18/91-SRT dated 24.12.1992 addressed to CGMR, Calcutta Phones and Endorsement No. E.1/107/Blgs/92-93/3 dated TR-1 the 02.02.1993
Ext.M2	30.03.1985	Office of the Director General Posts & Telegraphs regarding ban order for recruitment of casual labours.
Ext.M3	25.07.1989	Letter from Chief General Manager, Telecommunications, Tamil Nadu Circle, Madras-600002 regarding eligibility of casual labour to become office bearer of the Unions
Ext.M4	-	Copy of Page 137 of Appendix 3 from P&T Manual Vol.III
Ext.M5	-	Copy of Appendix No. 3 – Preservation of Records
Ext.M6	05.11.2001	Letter from BSNL to All Chief General Managers regarding adoption of the existing Appointing Authorities in respect of absorption of Group C and D staff in BSNL
Ext.M7	-	Copy of Appendix 13A at Page 426 of Financial & Hand Book of P&T Rules which deals with Rule-331
Ext.M8	-	Copy of letter from CGM, Telecom, Chennai to all Subordinate Offices
Ext.M9	09.12.2005	Copy of the agreement entered into between BSNL and D. Kannan Contractor.
Ext.M10	21.11.2005	Certificate issued to for executing the Cable Construction Work in Coimbatore, Form V Employer under CLRA Act.
Ext.M11	22.06.1995	Copy of the document of prescribed procedure to be followed by the Department in the appointment of Group "D" employees category.
Ext.M12	19.12.2005	Award of Tender for Cable Constructions Work.
Ext.M13	19.05.2003 To 22.05.2003	Issue Slip 3532,3534
Ext.M14	31.01.2009 14.02.2009 10.02.2009 10.02.2009 13.02.2009	Receipt No. 1410, 1412, 1413, 1414 & 1415
Ext.M15	03.01.2011	DE Udumalpet letter
Ext.M16	28.07.2008	Specimen copy of awarding of security services in Coimbatore Secondary Switching Area
Ext.M17	Various dates	Awarding of tender for cable maintenance work
Ext.M18	Various dates	Attendance Sheet, Statement of EPF/ESI 19.05.2003 Ex-Servicemen Corporation for 2004 and M/s First Man Security Service for the year 2002

नई दिल्ली, 20 अप्रैल, 2017

का.आ. 1106.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स बोकारो इस्पात संयंत्र (सेल) के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय

सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, धनबाद के पंचाट (संदर्भ संख्या 27/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13.04.2017 को प्राप्त हुआ था।

[सं. एल-43012/3/2013-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 20th April, 2017

S.O. 1106.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 27/2014) of the Central Government Industrial Tribunal/Labour Court-1, Dhanbad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Bokaro Steel Plant (SAIL) and their workman, which was received by the Central Government on 13.04.2017.

[No. L-43012/3/2013-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD

In the matter of reference U/S 10(1) (d) (2A) of I.D. Act, 1947

Reference No. 27/2014

Employers in relation to the management of M/s. Bokaro Steel Plant (SAIL)

AND

Their workman

Present : Shri R.K. Saran, Presiding Officer

Appearance :

For the Employers : Shri D.K.Verma, Advocate

For the workman : Shri V.B.Singh, Advocate

Industry :- Steel

Dated :-24/03/2017

AWARD

By order No. L- 43012 /03/2013 /IR (M) dated 19/ 02/2014, the Central Government in the Ministry of Labour has in exercise of the power conferred by clause (d) of sub – section (1) and sub – section (2A) of section 10 of the Industrial Disputes Act , 1947 referred the following dispute for adjudication to this Tribunal :

SCHEDULE

“Whether the action of the management of water management Deptt. of SAIL Bokaro Steel Plant in dismissing Sri R.C.Pandit from the service of the company vide order letter dated 26.03.2013 i.e just before 5 days of his normal superannuation is fair and justified? If not, to what relief the concerned workman is entitled?”

2. The case is received from Ministry of Labour on 13.03.2014. After receipt of the reference, both parties are noticed. The workman files their written statement on 20.06.2014. And the management files their written statement on 17.10.2014. Thereafter documents filed by the parties. no witness examined by either side but documents of the management marked as M-1 to M-5 and documents of workman are also marked as W-1 to W-13.

3. The case of the workman is that the management issued a charge-sheet to the concerned workman to alleged misconduct of theft, fraud or dishonesty in connection with the company vide charge sheet letter No. per/RCL/II-1320 dated 08.09.2011. but what property of the company has been theft and what fraud was committed by the workman has not been spelled out under the charge sheet. In absence of specific charge , the charge sheet does not have legs to stand in eyes of law and further maintain silence in disposal of departmental proceeding and suddenly imposing the penalty of dismissal just before 5 days before the date of superannuation i.e. 31.03.2013.

4. It is also submitted by the workman that during the enquiry proceeding , the enquiry committee ignored almost

all the points raised by the workman and submitted its reports holding the workman guilty of the charges.

5. It is further submitted by the workman that some papers concerning to police case have been filed by the presenting officer, but those paper neither proved by the writer of those concerned paper nor opportunity of cross examination by the workman was afforded. In such circumstances those paper cannot be accepted as authenticated documents and cannot be treated the part of document of evidence in the enquiry.

6. It is also submitted by the workman that the workman has been discriminated, whereas the workman in question has been dismissed but other employees who have also held to be involved in receiving payments that is to say the following employee whose payment were made by J.P.Singh in their account by Sri J.P.singh were left out free.

7. In respect of the allegation in the charge sheet about payment of the amount of Rs. 3,34,861/- in salary account of the workman it was stated by him that – The payment was made in the salary account of the workman by Sri J.P.Sinha one of the officer of the employer without knowledge and demand by the delinquent workman. The payment was made to his bank account directly within a very short span of time i.e 2.5 months which was by mistake not noticed by the workman. But as soon as the workman got knowledge of that the amount happens to be of SAIL/BSL he tried his best to return back the said amount but by the time a police case was lodged as result after getting permission from the court, he immediately returned back the amount in the bank account of BSL by way of Draft. The workman is most humbly submitted that he has not committed any nefarious act which has landed the employer on wrongful loss / or for the workman as wrongful gain.

8. On the Other hand the case of the management is that the workman was an employee of the Bokoro Steel Plant and was involved in misappropriation of company's huge money through fraudulent means and has caused heavy financial loss to the company. This act was a serious misconduct therefore the company acuthority issued charge sheet vide charge No. per/W/RCL/11-1320 dated 8/9/2011 for commission of theft, fraud or dishonesty in conection with company's business.

9. After receiving the charge sheet the workman concerned submitted his reply which was not found satisfactory, therefore the management appointed enquiry officer for domestic enquiry in accordance with principle of natural justice.

10. The domestice enquiry in presence of workman submitted his reported holding their in that the allegation levelled against him duly proved. After second show cause notice, the workman concerned submitted his reply which was not found satisfactory. Thereafter the Disciplinary authority dismissed the workman concerned vide letter dated 26.03.2013. The dismissal of the workman is legal and justified.

11. The short point to be decided in this reference is as to whether dismissal of the workman from his service just few days prior his superannuation is justified or not.

12. It is alleged that the workman involved in financial irregularities and cause loss to the management, for which departmental enquiry and police case was started. Management produced documents that the workman was convicted for the said financial irregularity offence, in criminal Court and his appeal, in appellate Court was dismissed. The management further submitted that after the departmental enquiry, when he found the workman guilty after, observing all formality, dismissed him.

13. The analysis of case before the domestic enquiry in para 1 is that “ Shri Janardan Prasad Sinha staff No. 460270, Junior Manager(F&A) has admitted in his confessional statement that he was involved in fraudulent transaction and had made wrong payment to Shri R.C. Pandit and M/S Sheo Shakti Co. “ as well as in para 3 of that analysis is that “ Fradulent payment was made by Sri J.P.Sinha in the bank account of Sri R.C.Pandit through nine cheques during 25.05.2011 to 06.08.2011 amounting to Rs. 3,34,861/-.

14. As per above facts admitted by Sri J.P.Sinha whereas on the other hand Sri Pandit is not aware of that transction made by Sri J.P.Sinha, it is also strange that Sri J.P.Sinha admitted that he was involve in fraudulent transctions whereas Sri R.C.Pandit was not aware but punishment made only on R.C.Pandit and J.P.Sinha is chargeless and forgiven as well as doing service without any punishment.

15. The workman filed a catena of decisions and argued, dismissal at the fag end of service i.e few days before, retirement is wrong.

16. Crime and impropriety has not space in an organisation. The management's action in the matter is quite discretionary whether it will forgive him or eradicate. This Tribunal restrain to interfere in any way in the action in this particular case which is placed before this tribunal. In this situation the Tribunal will not interfere in the action of the management, particularly the Tribunal will also see the industrial peace alongwith welfare of workman.

17. Considring the facts and circumstances of this case, It is held that the action of the management of water management Deptt. of SAIL Bokaro Steel Plant in dismissing Sri R.C.Pandit from the service of the company vide

order letter dated 26.03.2013 i.e just before 5 days of his normal superannuation is proper hence he is not entitled to get any relief.

This is my award.

R. K. SARAN, Presiding Officer

नई दिल्ली, 20 अप्रैल, 2017

का.आ. 1107.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स गैस आथॉरिटी ऑफ इंडिया लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 82/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13.04.2017 को प्राप्त हुआ था।

[सं. एल-30012/33/2009-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 20th April, 2017

S.O. 1107.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 82/2010) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Gas Authority of India Limited and their workman, which was received by the Central Government on 13.04.2017.

[No. L-30012/33/2009-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 30th March, 2017

Reference: (CGITA) No. 82/2010

The General Manager,
M/s Dalma Energy LLC,
Project Office, 303-305, 'Rubellite Hub',
32, Ajit Nagar, BPC Road,
Nr. Urmi Crossing Akogta,
Baroda (Gujarat)

...First Party

V/s

Shri Harold D'Souza,
C/o Chandrakant Vankar, 1st Floor,
Karnik Building O/o Chetankumar K. Gore,
Dandia Bazar Cross Road,
Vadodara (Gujarat)

...Second Party

For the First Party : Shri Yogen Pandya

For the Second Party : Shri Chetan

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30012/33/2009-IR(M) dated 29.12.2009 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of M/s Dalma Energy LLD, Vadodara through the Area Manager – India Operation in terminating the services of Shri Harold D’Souza with immediate effect vide letter dated 22.10.2008 is legal and just? If so, what relief the workman concerned is entitled to?”

1. The reference dates back to 29.12.2009. The second party submitted the statement of claim Ex. 6 on 07.07.2010. The first party despite service failed to submit the written statement despite giving number of opportunities. It is noteworthy that the second party has been absent since submitting the statement of claim. Both the parties have not been appearing since the submission of statement of claim, therefore, on 21.02.2011, a fresh notice Ex. 9 was sent to both the parties to appear on 24.03.2011 but to no result.
2. Thus, it appears that the second party has not been willing to prosecute the case.
3. Therefore, the reference is disposed of in non-prosecution of the case by the second party with the observation as under: “the action of the management of M/s Dalma Energy LLD, Vadodara through the Area Manager – India Operation in terminating the services of Shri Harold D’Souza with immediate effect vide letter dated 22.10.2008 is legal and just.”

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 20 अप्रैल, 2017

का.आ. 1108.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स गैस आथॉरिटी ऑफ इंडिया लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 575/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13.04.2017 को प्राप्त हुआ था।

[सं. एल-30012/20/2003-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 20th April, 2017

S.O. 1108.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 575/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Gas Authority of India Limited and their workman, which was received by the Central Government on 13.04.2017.

[No. L-30012/20/2003-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD**

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 30th March, 2017

Reference: (CGITA) No. 82/2010

The Assistant General Manager,
Gas Authority of India Ltd.,
809, Saakar – II, Alice Bridge,
Ahmedabad (Gujarat)

...First Party

V/s

The Secretary,
Gujarat Mazdoor Sabha,
104, Maharana Pratap Complex,
Near Alice Bridge Post,
Ahmedabad (Gujarat)

...Second Party

For the First Party : Shri B.K. Oza

For the Second Party : Shri Amrish Patel

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30012/20/2003-IR(M) dated 15.10.2003 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the Industrial Dispute raised by Gujarat Mazdoor Sabha against the management of Additional General Manager, Gas Authority of India Ltd., Ahmedabad over regularisation of services of Shri Kiran S. Rajput justified? If so, to what relief the workman concerned is entitled?”

1. The reference dates back to 15.10.2003. The second party submitted the statement of claim Ex. 4 on 12.11.2003 along with application for interim relief on the same date. The first party submitted the written statement Ex. 19 on 16.02.2004. Since then the second party has not been leading evidence. The second party on 06.01.2016 was given last opportunity to lead evidence on 01.04.2016. On 01.04.2016, the second party was again given one more opportunity to lead evidence on 02.08.2016 and on 02.08.2016, the second party vide his adjournment application Ex. 46 was given another opportunity to lead evidence on 27.09.2016. On 27.09.2016, 14.12.2016, 30.01.2017 and lastly on 27.03.2017, the second party failed to appear and to lead evidence despite the presence of the first party advocate. It is noteworthy that the second party advocate is very much present in the tribunal but he did not respond. Thus it appears that the second party in person and as well as his advocate have no intention to prosecute the case.
2. Therefore, the tribunal has no option but to dispose of the reference in the absence of the second party with the observation as under: “the Industrial Dispute raised by Gujarat Mazdoor Sabha against the management of Additional General Manager, Gas Authority of India Ltd., Ahmedabad over regularisation of services of Shri Kiran S. Rajput is not justified.”

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 20 अप्रैल, 2017

का.आ. 1109.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्सरण में केन्द्रीय सरकार मैसूर मिनरल्स लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बेंगलूर के पंचाट (संदर्भ संख्या 60/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13.04.2017 को प्राप्त हुआ था।

[सं. एल-29012/67/2008-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 20th April, 2017

S.O. 1109.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 60/2008) of the Central Government Industrial Tribunal/Labour Court, Bangalore now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Mysore Minerals Limited and their workman, which was received by the Central Government on 13.04.2017.

[No. L-29012/67/2008-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE**DATED : 28th MARCH, 2017**PRESENT :** Shri V. S. RAVI, Presiding Officer**C R No. 60/2008****I Party**

Sh. Manjunatha,
S/o Sh. Sannappa, MML Worker,
Siddapura Village, Kithanakere Post Dudda
Hobli, Hassan Taluk & District.

(For I Party, M/s. K.T. Vovinde Gowda &
Sh. C.G. Dileep Gowda, Advocates)

II Party

The Managing Director,
Mysore Minerals Limited,
No. 39, M G Road,
Bangalore.- 560001

(For II Party M/s. A.K. Vasanth &
M.K. Girish, Advocates)

AWARD

1. The Central Government vide Order No.L-29012/67/2008-IR(M) dated 04.08.2008 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute act, 1947 has made this reference for adjudication with following Schedule :

SCHEDULE

“Whether the order of dismissal imposed on Shri. Manjunatha by the management of M/s Mysore Minerals Limited w.e.f. 01.07.1996 is justified? If not, to what relief the workman is entitled to?”

2. Brief details mentioned in the Claim Statement are as follows:-

The I Party submits that on 02.05.1989, he has joined in the service of the II Party management at its Mining Unit viz., Bageshapura Koalin Works, Gandasi Hobli, Arasikere Taluk, Hassan District, as a Mazdoor. The I Party has been rendering his service Sincerely, Honestly, Diligently without giving any room for any omission or commission. During the year 1996, due to Industrial hazardness and due to weakness and skin allergy the I Party frequently fell sick. The I Party has orally intimated the same to the officials of the II Party and availed sick leave from 01.07.1996 and has taken treatment in Nati Vaidya for a long period. After recovering from sickness the I Party reported for duty on 15.06.1997 at Bageshapura Koalin Works, but the Officials of the II Party refused to provide employment to the I Party and asked him to come after some days as they require instruction from Higher Authorities. The II Party officials have avoided to provide employment to the I Party and during the month of August 1998, the II Party mining officials told the I Party that the Head Office has not given permission to them for allowing the I Party to work on the plea that they do not require the service of the I Party service. Taking advantage of I Party weakness the II Party Officials obtained signatures during the month of February 2001 for Provident Fund Form. The I Party, with no other alternative and also, left with the sole intention of financial relief in hard days, signed in the EPF Form. The I Party came to know that the II Party has terminated his service vide Order No. CVSO/42/DP/98-99/1546 dated 06.07.1998 with retrospective effect i.e., from 01.07.1996 from the date of availing the sick leave. The termination letter is not served on the same day and also it is not supported with any prior notice of 3 months or 3 months notice pay. Hence, the Order of termination issued under Annexure-‘A’ is itself illegal, irregular and not sustainable in law. The I Party submits that he is the only bread winner of his family and hence he immediately approached the II Party Mines Manager for re-calling the above mentioned illegal order and permit him to work in the above mines. All the efforts made by him went in vain because of adamant, unreasonable attitude and hostile discrimination of the II party. The action of the II Party in this regard is highly illegal, irregular and not sustainable in law for the following reasons:

- (1) The Order of termination dated 06.07.1998 under Annexure-‘A’ is not from the prospective date from the day of serving the termination order but from the retrospective effect i.e., from the date of availing the sick leave and there is no 3 months notice or 3 months pay in lieu of notice. Apart from the same, the said Order has not been served to the I Party.
- (2) The action of the II Party in terminating the I Party service without issuing any Charge-Sheet, Show Cause Notice calling for any explanation and also, without conducting any Inquiry thereon and without following the due process of law and principle of natural justice and terminating the I Party service is highly illegal, irregular, arbitrary and amounts to hostile discrimination and also there is no enquiry at all.
- (3) The alleged charges of II Party, against the I Party are baseless, vague and deliberately made with malafide intention, lack of material fact, particulars and without any basis, to victimize I Party. Hence,

the same has vitiated the entire Enquiry proceedings and the proper procedure has not been followed and also, the II Party has violated the Principle of Natural Justice. Therefore, the so-called alleged Enquiry is bristles with very many infirmities and illegalities.

The I Party respectfully submits that apart from the violation of various provisions of the I.D. Act, Principle of Natural justice, the II Party violated its own Certified Standing Orders namely Mysore Minerals Limited Officers and Employees Conditions of Service, Conduct and Disciplinary Proceedings Rules under Rule/Clause 24 & 33. The I Party submits that the II Party failed to issue the charge sheet and show-cause notice to the I Party. The I Party submits that the I Party belongs to socially and economically weaker section and also, he is the Rural based worker and used to work in Mines, which is in a remote place of the village and the I Party is also an illiterate worker belonging to Economically weaker section & not a matching party to fight against the II Party, for the injustice done by the II Party. The I Party is facing financial hardship and mental agony due to stoppage of his monthly earnings in the II Party organization and also, due to illegal termination. Also, the I Party is not able to maintain himself and his family with day to day, food and basic needs. The I Party has faced the financial hardship to reach the Labour Department like Assistant Labour Commissioner and Conciliation Officer (C), Hubli from his place, for raising the dispute and also, to set right his grievances. Ultimately with great hardship, mental agony and with the help of well wishers, the I Party has raised the I.D before the Assistant Labour Commissioner and Conciliation Officer (C), Hubli on 14.07.2007. The I Party is entitled for back wages, continuity of service and other consequential benefits from the date of refusal to provide employment w.e.f. 01.07.1996. The II Party violated the provisions of I.D. Act as well as its own Certified Standing Orders/Service Rules as stated above. Under the I.D. Act there is no limitation prescribed for raising the dispute and the Article 137 of Schedule to the limitation Act is not applicable to proceedings under I.D. Act. This point is repeatedly decided by the Hon'ble Supreme Court of India and Hon'ble High Courts of various states namely,

- (i) LLJ-II-2001-pg788-792 [SC], Sapan kumar Pandit Vs U.P. State Electricity Board and others.
- (ii) LLJ-I-1999-pg 1260-1265 [SC], Ajaib Singh Vs Sirhind Co-operative Marketing-cum-processing Service Society.
- (iii) LLJ-II-1999-pg-482-483[SC], Mahavir Singh Vs U.P. State Electricity Board and others.
- (iv) LLJ-I-2003-pg 412-414 [MP], Ramadhar Tiwari Vs Union of India and others.
- (v) LLJ-I-1994-pg 468-471 [All], U.P. State Spinning Mills Co. Vs State of U.P & Others
- (vi) LLJ-II-2003-pg 1143-1145[Ori], Management of Aska Co-operative Central Bank Ltd. Vs State of Orissa
- (vii) LLJ-I-2002-pg-204-206 [Mad], E.E. Construction Division 2, Mannarpuram, Trichy and Another Vs M.Gajapathy and Another
- (viii) LLJ-I-2002-pg-1079-1081[Del], Mangal Singh Vs Presiding Officer, Industrial Tribunal No.1, Delhi and Another
- (ix) LLJ-I-2002-pg-1129-1132[Bom], Haribhau S/o. Gaman Waghchaure Vs State of Maharastra and Another.

Therefore, the I Party prays this Court to pass an award holding that the action of the II Party Management is not justified in terminating the services of I Party with retrospective effect from 01.07.1996 and to direct the II Party to reinstate the I Party, with continuity of service, with payment of Full back wages and other consequential benefits from the date of termination i.e., 01.07.1996 till providing employment as per the details mentioned in B-register and EPF records and Service records maintained by the II Party and EPF Authorities and pay the interest at the rate of 18% from the said due date, up to the date of payment and further, award for the cost of the present proceedings, in the interest of justice and also, equity.

3. Brief details mentioned in the counter statement are as follows:-

The II Party states that, the I Party as mentioned in the claim petition that on 02.05.1989, the I Party joined the service of the II Party at its mining unit, i.e., Bageshapura Koalin Works. It is true that the petitioner has not been allowed to work after 06.07.1998 due to the reason that the I Party reached the age of superannuation. At no point of time, I Party requested the officials of II Party, seeking reinstatement. The II Party considering the age of I Party and after following the service rules, relieved the I Party from his service. All the required facilities have been provided by the II Party to the I Party as per the Mines act. The whole allegation made in the said claim statement are false and not correct. The Medical Examination is conducted as per the Mines Rules, 1955 and the same doesn't offend any of the provisions of Mines Rules. All the required service regulations governing the I Party have been followed by the II Party. On the sole ground of 'Delay and Latches' the claim petition filed by the I Party is liable to be dismissed.

4. Further, on 28.01.2014, it is ordered by this Court that, the II Party, in spite of granting several adjournments has failed to produce the Enquiry file and hence it is taken that no Domestic Enquiry is held in the present matter. Thereafter on 04.10.2016, the Office Superintendent appeared before this Court and prayed time to proceed in the matter. Thereafter, on 02.02.2017 and again on 14.02.2017, no representation has been made on behalf of II Party, though counsel for I Party present with I Party. Further, the counsel for I Party, reported that the II Party has not conducted any enquiry on the alleged misconduct of unauthorized absence and also, the principles of natural justice, reasonableness and fairness have not been followed by the II Party. This is an old case of the year 2008 and no representation has been made for II Party for several dates, though sufficient time and adequate opportunities have been granted to II Party. Hence, this Court is constrained to pass an appropriate award in accordance with law after the perusal of entire materials brought on record in the present case.

5. The crucial point that arises for consideration in the present matter is:-

“Whether the order of dismissal imposed on Shri.Manjunatha by the management of M/s Mysore Minerals Limited w.e.f. 01.07.1996 is justified? If not, to what relief the workman is entitled to?”

6. Analysis, Discussion Findings with regard to the above mentioned point:-

The I Party/workman namely WW1 has specifically stated in the claim statement and also in his evidence that he has joined in the service of II Party/Management at its mines unit, namely Bageshpura Koalin Works as a Mining worker on 02.05.1989, and his date of birth is 02.11.1968 and WW1 has rendered his service sincerely, honestly, diligently, without giving room for any omission or commission. Further, WW1 has particularly stated that, during the year 1996 due to Industrial hazardousness and due to weakness and skin allergy, WW1 used to fell frequently sick and the I Party has availed the sick leave from 01.07.1998 and the I Party has promptly intimated about the same to the II Party Mines Manager and recently the I Party came to know that the II Party has terminated the service vide its Order No. CVSO/42/DP98-99/1546 dated 06.07.1998 with retrospective effect i.e, from 01.07.1996 from the date of availing sick leave. Further, I Party has categorically stated in the claim statement and also in his evidence that the II Party without issuing any Show cause notice, charge sheet to the I Party and also, calling for explanation and further, without conducting the fair and proper enquiry and without following the due process of law, the II Party has issued the Termination Order as per Ex W-1.

7. Further, the I Party has pointed out in his claim statement and evidence, that as per the Termination Order dated 06.07.1998, the II Party has terminated the service of I Party with retrospective effect from 01.07.1996 and the said Termination Order is not supported with any prior notice of 3 months or 3 months notice pay. In the circumstances, the I party has specifically pointed out that, the Order of termination issued by the II Party, as per Ex W-1 itself, is illegal, irregular and not sustainable in Law. Furthermore, in the affidavit and the evidence the I Party/workman has stated that all the efforts made by him, for recalling above mentioned termination order has not materialised, due to the unreasonable attitude of the II party. Further, I party has particularly stated in his evidence that he is an illiterate and he is the only bread winner of his family and his repeated request has not been considered by the II Party, due to the adamant, un-reasonable, un-helpful attitude and hostile discrimination of the II Party Management. Further, as per Ex W-2, circular issued on 22.08.2008 by the II Party the retirement age of workman has been increased from 58 to 60 years, by the II Party.

8. Further, the I Party has clearly stated that he has met the officers of the II Party several times and also requested for cancellation of Termination Order issued by the II Party illegally, but the II Party has failed to consider the request of I Party and therefore the punishment of dismissal imposed by the II Party is illegal, irregular, arbitrary, malafied and also not justified in accordance with law. Further, in the evidence the I Party has clearly stated that he is not gainfully employed anywhere during the termination period and he is depending upon the earnings from the employment with the II Party and due to his illegal termination he has suffered mental agony and hardship. Further, it is settled law that there is no estoppel as against the statutory rights as pointed out in the Social Welfare legislation of Industrial Dispute Act. Hence, the Management cannot submit that after receiving the terminal benefits, the workman cannot adjudicate for his legal rights under the provisions of I.D. Act.

9. Further, on a careful scrutiny of the pleadings namely claim statement and objection filed by the II Party and also evidence and documents filed on behalf of both parties and Exhibits filed on behalf of I Party, it is found that the II Party has not taken action as per the principles of natural justice, fairness and reasonableness. Further, on appreciating the evidences adduced and also the documents produced by both the parties, in the proper perspective, it is found that the workman is entitled to get reinstatement, with full back wages, and also with the continuity of service. Further, it is seen that, the II Party/Management is adopting super technical and hyper technical measures, so as to stop the workman from getting the legal benefits. Further, the intension of the legislature in enacting the Social Welfare provisions of Industrial Dispute Act would be defeated, if the untenable submissions of the II Party/Management are not taken into consideration very seriously and, it is found that the legal benefits of the workman have to be granted in the best interest of Industrial Adjudication.

10. Further, in Annexure-‘A’, it has been stated by the II Party that, three memos dated 07.08.1996, 28.08.1996 and 27.09.1996 have been issued to I Party. Thereafter, final notice has been published in the local kannada daily on 05.12.1996. Thereafter, Inquiry has been ordered by appointing Sri. M.N. Ganapathi, as Inquiry Officer. The Inquiry Officer submitted the report. Thereafter, final show cause notice issued on 28.05.1997, as to why the I Party should not be dismissed from service. However, no explanation is given in the dismissal order, as to whether the final show cause notice has been served to the I Party. Further, copies of the various notices mentioned above have not been filed on behalf of II Party and also Enquiry report has not been filed on behalf of II Party. However, I Party has clearly stated that his Date of Birth is 02.11.1968, and he will be attaining the age of superannuation on 02.11.2028 and after recovering from sickness the I Party, reported for duty on 15.06.1997.

11. Further, it is relevant to mention that the I Party workman has been punished by II Party on 01.07.1996 itself. Further, the underlying aim and object of adjudication of an Industrial Dispute is, in effect, dispensation of social and economic justice and translating fundamental rights as well as directive principles into some tangible relief. As held in Basti Sugar Mills Co. Ltd. Vs State of U.P., (1979) 2 SCC 88, by V. Krishna Iyer, J.: “Industrial Jurisprudence does not brook nice nuances and torture some technicalities to stand in the way of just solutions reached in a rough and ready manner. Grim and grimy life-situations have no time for the finer manners of elegant jurisprudence.” Thus, the process of industrial adjudication is an onerous task being guided by the constitutional mandates and aiming at settlement of the industrial dispute on a fair and just basis, tested on the touchstone of social and economic justice. When an industrial dispute is raised, it is a commotion to be pacified by dispensing justice. In such adjudication, not just the right to equality and other Constitutional guarantees, but the aims and ideals of the Constitution enter into the consideration. It is the duty of the Courts to apply directive principles in interpreting the Constitution and the laws. The jurisdiction of an Industrial Tribunal-Cum-Labour Court, therefore, is expansive and creative and not restricted to only enforcing or interpreting the contract of service or the extant legal provisions and it is not-fettered by the limitations of contracts and can even involve extension of existing agreement of the making of a new one, or in general, creation of new obligations or modification of old ones. The ultimate object is to see that industrial disputes are settled by industrial adjudication on principles of fair play and justice.

12. Further, in the Judgment of the Hon’ble High Court of Karnataka, dated 29.03.2001, Mr. Hon’ble Justice. K.L. Manjunath, in Writ Petition No. 5615/2001(S-RES), between Smt. K. Dundamma Vs MML(II Party herein), it is clearly held as follows:- “The Management herein shall not change the date of birth of the petitioner in the service register without adopting the procedure known under the law”. Further, in the Judgment of the Hon’ble High Court of Karnataka, dated 12.06.2002, by the Hon’ble Mr. N.K. Jain, Chief Justice and Mr. Hon’ble Justice. S.B. Majige, in Writ Appeal No. 3460/01 C/W W.A. No. 3459/01(S), between MML(II Party herein) Vs Puttachari and others, it is specifically held as follows:- “Once the age is entered in service record, it cannot be changed unless the procedure prescribed for changing the date of birth is followed.” Also, in the Judgment of the Hon’ble High Court of Karnataka, dated 01.06.2006, Mr. Hon’ble Justice. Ashok.B. Hinchigeri, in Writ Petition No. 26101/01 C/W W.P. Nos. 23798/01, 23797/01 & 23794/01(S-RES), between Sh. V.C. Range Gowda and others Vs MML (II Party herein), it is particularly held as follows:- “I unmistakably hold that the impugned order and the medical reports are totally unsustainable and quash them for the following reasons:-

- a) The decision making process is not fair and transparent.
- b) The impugned decision to retire them from the service is passed in fragment violation of the principles of natural justice.
- c) It shocks the judicial conscience that somebody’s age can be determined based on the medical examination; even when the medical science and technology have advanced, a stage has not yet come where the date of birth can be ascertained with a absolute certainty based on the medical examination.
- d) There is no application of mind either by the respondents or by the author of the medical reports.
- e) The respondents are in no position to spell out the details of the ‘Mass Medical Examination’. They have not filed the affidavits of the doctors who conducted the medical tests on the basis of which the age is determined. How many employees were subjected to the medical examination, what is the length of the medical examination and how many doctors did the examination are not forthcoming from the respondents.
- f) Based on the unreliable medical reports, the date of birth of the petitioners cannot be altered to their prejudice and disadvantage.

Viewed from any angle, the impugned orders and the medical reports are wholly unsustainable. Therefore, the respondents order dt. 26.02.2001 Annexure-B in W.P. No. 26101/01, dt. 12.03.2001 Annexure-B in W.P. Nos 23798/01, 23797/01 & 23794/01 and dt. 27.03.2001 Annexure-A in W.P. No. 23797/01 and the medical reports Annexures C-1 to C-4 in W.P. No. 26101/01, Annexure-B in 23797/01 & Annexure-C in W.P. No. 23794/01 are

hereby quashed. For no fault of the petitioners they are driven to this Court by the capricious acts of the respondents. Therefore, I impose a cost of Rs. 1,000/- on the respondents payable to each of the petitioners within 4 weeks from today. The Writ Petitions are accordingly allowed.” Hence, the II Party is not justified in submitting in the Objection/Written Statement that, the Medical Examination has been conducted as per the Mines Rules, 1955 and it is true that, I Party, has not been allowed to work after 06.07.1998, as the I Party has reached the age of superannuation.

13. Further, in the Judgment reported in 1981-1-LLJ-327 the Hon’ble Supreme Court of India, dated 12.12.1980. Mr. Y.V. Chandrachud, Hon’ble Chief Justice, Mr. Justice A.P. Sen, between Grindlays Bank Limited Vs Central Government Industries, Tribunal and others, it is pertinently held as follows:- “It is needless to stress that where the Tribunal proceeds to make an award without notice to a party, the award is nothing but a nullity. In such circumstances, the Tribunal has not only the power but also the duty to set aside the ex parte award and to direct the matter to be heard afresh.” In the present case also, the I Party has clearly established that the II Party has terminated the service of I Party without following the due process of law and also principles of natural justice, fairness and reasonableness and hence, the I Party is entitled to get reinstatement with full back wages and also, the continuity of service. Thus, the point is answered in favour of I Party. Hence, the following award, is passed:-

AWARD

The II Party/Management is not justified in imposing the punishment of dismissal of I party/Manjunatha with retrospective effect 01.07.1996 and II Party is directed to reinstate the I Party with continuity of service, and with payment of full back wages and other consequential benefits from the date of termination, namely, 01.07.1996 till providing employment and the present reference is answered in favour of I party, without cost for the above mentioned peculiar facts and circumstances.

(Dictated, transcribed, corrected and signed by me on 28th March, 2017)

V. S. RAVI, Presiding Officer

List of Witness on the side of I Party:

WW 1	Sh. Manjunath, I Party/ workman
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Exhibit marked on behalf of I Party:

Exhibits	Date	Description of Document
Ex W-1	06.07.1998	Termination order
Ex W-2	22.08.2008	Circular relating to enhancing the superannuation age from 58 years to 60 years

नई दिल्ली, 20 अप्रैल, 2017

का.आ. 1110.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसूर मिनरल्स लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बेंगलूर के पंचाट (संदर्भ संख्या 04/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13.04.2017 को प्राप्त हुआ था।

[सं. एल-29012/22/2009-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 20th April, 2017

S.O. 1110.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 04/2010) of the Central Government Industrial Tribunal/Labour Court, Bangalore now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Mysore Minerals Limited and their workman, which was received by the Central Government on 13.04.2017.

[No. L-29012/22/2009-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIUBNAL-CUM-LABOUR COURT,
BANGALORE**DATED : 28th MARCH, 2017**PRESENT : Shri V. S. RAVI, Presiding Officer****C R No. 04/2010****I Party**

Sh. B.N. Devaraj, MML Worker,
S/o Late Sh. B.T. Nanjamari, Balekere Village,
Bajagur Post, Novavinkere Hobli,
Tiptur Taluk, Tumkur District.

(For I Party, M/s. K.T. Vovinde Gowda &
Sh. C.G. Dileep Gowda, Advocates)

II Party

The Managing Director,
Mysore Minerals Limited,
No. 39, M G Road,
Bangalore.- 560001

AWARD

1. The Central Government vide Order No.L-29012/22/2009-IR(M) dated 19.01.2010 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute act, 1947 has made this reference for adjudication with following Schedule :

SCHEDULE

“Whether the order of dismissal imposed on Shri. B.N. Devaraj by the management of M/s Mysore Minerals Limited w.e.f. 21.06.2003 is justified? To what relief the workman is entitled?”

2. Brief details mentioned in the Claim Statement are as follows:-

The I Party submits that in the year 1983, he has joined in the service of the II Party as Mechanical Helper, Central Workshop, Yellapura Taluk, Karawara District in the year 1983 and worked as a helper upto 1991. The I Party has rendered his service Sincerely, Honestly, and Diligently without giving any room for any omission or commission and thus I party has rendered the unblemished service. From 22.03.1998, the I Party has been deputed as a Driver to work in K.S.R.T.C from the II Party and he worked in the said Corporation form 1998 up to 03.01.2002. The Corporation on 03.01.2002 has written a letter to the II Party, alleging falsely that the I Party has been in the habit of absenting himself unauthorizedly and also, willing to go back to the parent institution and as a result the same, the II Party has issued a Notice bearing MNL/T/CM/ENQUIRY/2002-03/1676, dated 21.01.2003 informing the I Party that one Sri. D.S. Narayan, Manager, has been appointed as an enquiry officer by the Central Office and also, instructed the I party to attend the enquiry as and when directed. The I Party has promptly attended the enquiry and participated in the same. Thereafter the said enquiry officer of the II Party, after completion of the enquiry, submitted the report to the Central Office. The I Party submits that the, enquiry conducted by the enquiry officer is neither fair nor just confirming to the principles of Natural Justice. The I Party submits that based on the said perverse enquiry, the Central Officer of the II Party has held that the allegations made as against the I Party as proved i.e., that the I Party has committed the unauthorized absence for more than 10 days without taking prior permission and he has committed default in his service for which he is liable to be punished, which are far from truth. The Disciplinary authority has not issued to the I Party a Second show cause notice and called for any explanation as to the nature and gravity of offence committed by him before imposing the extreme penalty of dismissal from service. The Disciplinary Authority has mechanically concurred with the findings given by the enquiry officer without proper application of mind independently and passed the dismissal order dated 21.06.2003 dismissing the I Party from his service of the II Party with immediate effect. The I Party states that, on account of severe ill health of wife of I Party and as the only person to look after her, the I Party has taken leave and could not attend to duty on the dates mentioned in the charge sheet and he has, in clear and explicit words, explained his absence on those days and also, furnished sufficient reasons to the enquiry officer of the II Party. The I Party respectfully submits that apart from the violation of various provisions of the I.D. Act and the Principle of Natural justice, the II Party violated its own Certified Standing Orders namely Mysore Minerals Limited Officers and Employees Conditions of Service, Conduct and Disciplinary Proceedings Rules under Rule/Clause 24 & 33. The I Party respectfully submits that the II Party failed to issue 3 months prior notice or tendered payment of 3 months salary to the I Party before termination of service of the I Party under Rule 24. The I Party respectfully submits that the I Party belongs to socially and economically weaker section and also, he is the Rural based worker and used to work in Mines, which is in a remote place of the village and the I Party is also an illiterate worker belonging to Economically weaker section & not a matching party to fight against the II Party, for the injustice done by the II Party. After refusal of employment, the I Party failed to get any work and earnings in any manner. The I Party is facing financial hardship

and mental agony due to stoppage of his monthly earnings in the II Party organization and also, due to illegal termination. Also, the I Party is not able to maintain himself and his family with day to day, food and basic needs. The I Party has faced the financial hardship to reach the Labour Department like Assistant Labour Commissioner and Conciliation Officer (C), Hubli from his place, for raising the dispute and also, to set right his grievances. Ultimately with great hardship, mental agony and with the help of well wishers, the I Party has raised the I.D before the Assistant Labour Commissioner and Conciliation Officer (C), Hubli on 18.05.2009. The I Party is entitled for back wages, continuity of service and other consequential benefits from the date of refusal to provide employment w.e.f. 21.06.2003. The II Party violated the provisions of I.D. Act as well as its own Certified Standing Orders/Service Rules as stated above. Under the I.D. Act there is no limitation prescribed for raising the dispute and the Article 137 of Schedule to the Limitation Act is not applicable to proceedings under I.D. Act. Under the I.D. Act there is no limitation for raising the dispute, and the Article 137 of Schedule to the Limitation Act is not applicable to proceedings under I.D. Act. This point is repeatedly decided by the Hon'ble Supreme Court of India and Hon'ble High Courts of various states namely,

- (i). LLJ-II-2001-pg788-792 [SC], Sapan kumar Pandit Vs U.P. State Electricity Board and others.
- (ii). LLJ-I-1999-pg 1260-1265 [SC], Ajaib Singh Vs Sirhind Co-operative Marketing-cum-processing Service Society.
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- (v). LLJ-I-1994-pg 468-471 [All], U.P. State Spinning Mills Co. Vs State of U.P & Others.
- (vi). LLJ-II-2003-pg 1143-1145[Ori], Management of Aska Co-operative Central Bank Ltd. Vs State of Orissa.
- (vii). LLJ-I-2002-pg-204-206 [Mad], E.E. Construction Division 2, Mannarpuram, Trichy and Another Vs M.Gajapathy and Another.
- (viii). LLJ-I-2002-pg-1079-1081[Del], Mangal Singh Vs Presiding Officer, Industrial Tribunal No.1, Delhi and Another.
- (ix). LLJ-I-2002-pg-1129-1132[Bom], Haribhau S/o. Gaman Waghchaure Vs State of Maharastra and Another.

The action of the II Party in dismissing the services of the I Party in retrospective effect is highly illegal, irregular, arbitrary, capricious, malafide, victimisatory and not justifiable in law. Therefore, the I Party prays this Court to pass an award by holding that the action of the II Party Management is not justified in terminating the services of I Party with retrospective effect from 21.06.2003 and to direct the II Party to reinstate the I Party, with continuity of service, with payment of Full back wages and other consequential benefits from the date of termination i.e., 21.06.2003 till providing employment as per the details mentioned in B-register and EPF records and Service records maintained by the II Party and EPF Authorities and pay the interest at the rate of 18% from the said due date, up to the date of payment and further, award for the cost of the present proceedings, in the interest of justice and also, equity.

3. Brief details mentioned in the counter statement are as follows:-

The II Party states that, the I Party as mentioned in the claim petition that on 1983, the I Party joined the service of the II Party at its mining unit, i.e., Central Workshop, Yellapura Taluk, Karawara District. The allegation of the I Party that he is entitled to continue in the service with the II Party till reaching the age of superannuation i.e., 58 years of age, is false and incorrect. It is specifically submitted that upon the intervention of the Employees Union of the II Party and on the recommendation of the Employees Union of the II Party the I Party has been subjected to Medical Examination. The II Party submits that the, I Party has not been allowed to work after 21.06.2003 in view of the fact that I Party, has reached the age of superannuation. All the required facilities have been provided by the II Party to the I Party as per the Mines act. The Medical Examination is conducted as per the Mines Rules, 1955 and the same doesn't offend any of the provisions of Mines Rules. Further, no reason or pressing circumstances warranted to change the date of birth of the I Party in the records maintained in the office of the II Party. There is an inordinate delay in raising and filing the present claim petition and the delay cannot be just condoned as there are no valid grounds to condone the said delay. It is further submitted that the I Party is not entitled for any reliefs from this Court much less continuity of service, back wages and other consequential benefits. Viewed from any angle, the claim filed by the I Party is not maintainable for the reasons mentioned supra. WHEREFORE, it is respectfully prayed that this Court may be pleased to dismiss the claim petition filed by the I Party with costs, in the ends of justice and equity.

4. No representation has been made on behalf of II Party, though RPAD notice in transaction No.A RK 345401165 IN dated 08.02.2017 has been issued and served postal acknowledgment has been received by this Court. Further, the counsel for I Party, reported that the II Party has not conducted any proper enquiry on the alleged misconduct of

unauthorized absence and also, the principles of natural justice, reasonableness and fairness have not been followed by the II Party. This is an old case of the year 2010 and no representation has been made for II Party for several dates, though sufficient time and adequate opportunities have been granted to II Party. Hence, this Court is constrained to pass an appropriate award in accordance with law after the perusal of entire materials brought on record in the present case. Further, it is pertinently held on 28.01.2014, itself, that the II Party has failed to produce the Enquiry file, inspite of granting several adjournments and hence, no Domestic Enquiry has been held, in the present matter.

5. The crucial point that arises for consideration in the present matter is:-

“Whether the order of dismissal imposed on Shri. B.N. Devaraj by the management of M/s Mysore Minerals Limited w.e.f. 21.06.2003 is justified? To what relief the workman is entitled?”

6. Analysis, Discussion Findings with regard to the above mentioned point:-

The I Party/workman namely WW1 has specifically stated in the claim statement and also in his evidence that he has joined in the service of II Party/Management at its mines unit, namely 1983, he has joined in the service of the II Party as Mechanical Helper, Central Workshop, Yellapura Taluk, Karawara District in the year 1983 and worked as a helper upto 1991 and WW1 has rendered his service sincerely, honestly, and diligently, without giving room for any omission or commission. The I Party also states that, from 22.03.1998, the I Party has been deputed as a Driver to work in K.S.R.T.C from the II Party and he worked in the said Corporation from 1998 upto 03.01.2002. The Corporation on 03.01.2002 has written a letter to the II Party, alleging falsely that the I Party has been in the habit of absenting himself unauthorizedly and also willing to go back to the parent institution and as a result of the same, the II Party, issued a Notice bearing MNL/T/CM/ENQUIRY/2002-03/1676, dated 21.01.2003 informing the I Party that one Sri. D.S. Narayan, Manager, has been appointed as an enquiry officer by the Central Office and also, instructed the I Party to attend the enquiry as and when directed. The I Party has promptly attended the enquiry and participated in the same. Thereafter the said enquiry officer of the II Party after completion of the enquiry submitted the report to the Central Office. The I Party submits that the enquiry conducted by the enquiry officer is neither fair nor just confirming to the principles of Natural Justice. The II Party passed the dismissal order dated 21/06/2003 dismissing the I Party from the services with immediate effect. The I Party also submits that, the Second party terminated his services without issuing any Charge-Sheet, Show Cause Notice calling for any explanation and conducting any Inquiry thereon and also, without following the due process of law and conforming to the Principal of natural justice. Apart from the same, the Second party failed to follow the due process under the ID.Act and also its own Certified Standing Orders namely Mysore Minerals Limited Officers and Employees Conditions of Service, Conduct & Disciplinary Proceedings Rules under Rule/Clause 24 & 33. Hence, the action of the Second Party is highly illegal, irregular, arbitrary, capricious, malafide, victimisatory and not justifiable in Law. The I Party submits that, the I Party is not gainfully employed anywhere during the termination period and the I Party is depending upon the earning from the employment with II Party and also, due to the said illegal termination, the I Party suffered mental agony and hardship.

7. Further, on a careful scrutiny of the pleadings namely claim statement and objection filed by the II Party and also evidence filed on behalf of both parties, it is found that the II Party has not taken action as per the principles of natural justice, fairness and reasonableness. Further, on appreciating the evidences adduced by both the parties, in the proper perspective, it is found that the workman is entitled to get reinstatement, with full back wages, and also with the continuity of service. Further, it is seen that, the II Party/Management is adopting super technical and hyper technical measures, so as to stop the workman from getting the legal benefits. Further, the intension of the legislature in enacting the Social Welfare provisions of Industrial Dispute Act would be defeated, if the untenable submissions of the II Party/Management are not taken into consideration very seriously and, it is found that the legal benefits of the workman have to be granted in the best interest of Industrial Adjudication.

8. Further, MW-1 namely Somanna, Assistant Manager in II Party Management, submits that the I Party joined the service of II Party in the year 1983 at Central Workshop, Yellapur Taluk, Karwar District and from 22.03.1998 the I Party has been deputed as a Driver to work in K.S.R.T.C and in 13.12.1998, the I Party met with an accident. Further, MW-1, states that, the I Party has committed the unauthorized absence from 19.08.2001 to 27.04.2002 and because of the said attitude of the I Party, the KSRTC has relieved him from service of KSRTC and send the file to II Party. MW-1, also states the II Party has issued a Letter No. 1565 dated 26.07.2002, namely, a show cause notice to the I Party for giving an explanation towards unauthorized absence and the I Party has signed and received the notice. Further, MW-1 states that, in view of habit of unauthorized absence and irresponsible nature of the I Party, the Management thought fit to remove the I Party from the services, with effect from 21.06.2003. MW-1 also states that, immediately after the termination of the I Party, the II Party Management has settled all terminal benefits and the claim made by the I Party is not sustainable in law.

9. Further, it is relevant to mention that the I Party workman has been punished by II Party on 21.06.2003 itself. Further, the underlying aim and object of adjudication of an Industrial Dispute is, in effect, dispensation of social and economic justice and translating fundamental rights as well as directive principles into some tangible relief. As held in

Basti Sugar Mills Co. Ltd. Vs State of U.P., (1979) 2 SCC 88, by V. Kishna Iyer. J.: “Industrial Jurisprudence does not brook nice nuances and tortuous technicalities to stand in the way of just solutions reached in a rough and ready manner. Grim and grimy life-situations have no time for the finer manners of elegant jurisprudence.” Thus, the process of industrial adjudication is an onerous task being guided by the constitutional mandates and aiming at settlement of the industrial dispute on a fair and just basis, tested on the touchstone of social and economic justice. When an industrial dispute is raised, it is a commotion to be pacified by dispensing justice. In such adjudication, not just the right to equality and other Constitutional guarantees, but the aims and ideals of the Constitution enter into the consideration. It is the duty of the Courts to apply directive principles in interpreting the Constitution and the laws. The jurisdiction of an Industrial Tribunal-Cum-Labour Court, therefore, is expansive and creative and not restricted to only enforcing or interpreting the contract of service or the extant legal provisions and it is not-fettered by the limitations of contracts and can even involve extension of existing agreement of the making of a new one, or in general, creation of new obligations or modification of old ones. The ultimate object is to see that industrial disputes are settled by industrial adjudication on principles of fair play and justice.

10. Further, in the Judgment of the Hon’ble High Court of Karnataka, dated 29.03.2001, Mr. Hon’ble Justice. K.L. Manjunath, in Writ Petition No. 5615/2001(S-RES), between Smt. K. Dundamma Vs MML(II Party herein), it is clearly held as follows:- “The Management herein shall not change the date of birth of the petitioner in the service register without adopting the procedure known under the law”. Further, in the Judgment of the Hon’ble High Court of Karnataka, dated 12.06.2002, by the Hon’ble Mr. N.K. Jain, Chief Justice and Mr. Hon’ble Justice. S.B. Majige, in Writ Appeal No. 3460/01 C/W W.A. No. 3459/01(S), between MML(II Party herein) Vs Puttachari and others, it is specifically held as follows:- “Once the age is entered in service record, it cannot be changed unless the procedure prescribed for changing the date of birth is followed.” Also, in the Judgment of the Hon’ble High Court of Karnataka, dated 01.06.2006, Mr. Hon’ble Justice. Ashok.B. Hinchigeri, in Writ Petition No. 26101/01 C/W W.P. Nos. 23798/01, 23797/01 & 23794/01(S-RES), between Sh. V.C. Range Gowda and others Vs MML, it is particularly held as follows:- “I unmistakably hold that the impugned order and the medical reports are totally unsustainable and quash them for the following reasons:-

- a) The decision making process is not fair and transparent.
- b) The impugned decision to retire them from the service is passed in fragment violation of the principles of natural justice.
- c) It shocks the judicial conscience that somebody’s age can be determined based on the medical examination; even when the medical science and technology have advanced, a stage has not yet come where the date of birth can be ascertained with an absolute certainty based on the medical examination.
- d) There is no application of mind either by the respondents or by the author of the medical reports.
- e) The respondents are in no position to spell out the details of the ‘Mass Medical Examination’. They have not filed the affidavits of the doctors who conducted the medical tests on the basis of which the age is determined. How many employees were subjected to the medical examination, what is the length of the medical examination and how many doctors did the examination are not forthcoming from the respondents.
- f) Based on the unreliable medical reports, the date of birth of the petitioners cannot be altered to their prejudice and disadvantage.

Viewed from any angle, the impugned orders and the medical reports are wholly unsustainable. Therefore, the respondents order dt. 26.02.2001 Annexure-B in W.P. No. 26101/01, dt. 12.03.2001 Annexure-B in W.P. Nos. 23798/01, 23797/01 & 23794/01 and dt. 27.03.2001 Annexure-A in W.P. No. 23797/01 and the medical reports Annexures C-1 to C-4 in W.P. No. 26101/01, Annexure-B in 23797/01 & Annexure-C in W.P. No. 23794/01 are hereby quashed. For no fault of the petitioners they are driven to this Court by the capricious acts of the respondents. Therefore, I impose a cost of Rs. 1,000/- on the respondents payable to each of the petitioners within 4 weeks from today. The Writ Petitions are accordingly allowed.” Hence, the II Party is not justified in submitting in the Objection/Written Statement that, the Medical Examination has been conducted as per the Mines Rules, 1955 and it is true that, I Party, has not been allowed to work after 21.06.2003, as the I Party has reached the age of superannuation.

11. Further, in the Judgment reported in 1981-1-LLJ-327 the Hon’ble Supreme Court of India, dated 12.12.1980, Mr. Y.V. Chandrachud, Hon’ble Chief Justice, Mr. Justice A.P. Sen, between Grindlays Bank Limited Vs Central Government Industrial Tribunal and others, it is pertinently held as follows:- “It is needless to stress that where the Tribunal proceeds to make an award without notice to a party, the award is nothing but a nullity. In such circumstances, the Tribunal has not only the power but also the duty to set aside the ex parte award and to direct the matter to be heard afresh.” In the present case also, the I Party has clearly established that the II Party has terminated the service of I Party without following the due process of law and also principles of natural justice, fairness and

reasonableness and hence, the I Party is entitled to get reinstatement with full back wages and also, the continuity of service. Thus, the point is answered in favour of I Party. Hence, the following award, is passed:-

AWARD

The II Party/Management is not justified in imposing the punishment of dismissal of I party/B.N. Devraj-workman, with retrospective effect from 21.06.2003 and II Party is directed to reinstate the I Party with continuity of service, and with payment of full back wages and other consequential benefits from the date of termination, namely, 21.06.2003 till providing employment and the present reference is answered in favour of I party, without cost for the above mentioned peculiar facts and circumstances.

(Dictated, transcribed, corrected and signed by me on 28th March, 2017)

V. S. RAVI, Presiding Officer

List of Witness on the side of I Party:

WW 1	Sh. B.N. Devraj, I Party/ workman
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List of Witness on the side of II Party:

MW 1	Sh. Somanna, Assistant Manager/II Party
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नई दिल्ली, 20 अप्रैल, 2017

का.आ. 1111.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसूर मिनरल्स लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बेंगलूर के पंचाट (संदर्भ संख्या 04/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13.04.2017 को प्राप्त हुआ था।

[सं. एल-29012/26/2006-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 20th April, 2017

S.O.1111 .—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 04/2009) of the Central Government Industrial Tribunal/Labour Court, Bangalore now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Mysore Minerals Limited and their workman, which was received by the Central Government on 13.04.2017.

[No. L-29012/26/2006-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated : 28th March, 2017

PRESENT : Shri V. S. RAVI, Presiding Officer

C R No. 04/2009

I Party

Sh. Munigowda,
S/o Late Ningegowda,
R/p Bettgowda Doddi (Village)
Kodihalli Hobli
Narayanapura Post, Kanakapura Taluk,
Bangalore-560001

(For I Party, M/s. G.S. Naveen Kumar, Advocate)

II Party

The Managing Director,
Mysore Minerals Limited,
No. 39, M G Road,
Bangalore.- 560001

AWARD

1. The Central Government vide Order No.L-29012/26/2006-IR(M) dated 13.01.2009 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute act, 1947 has made this reference for adjudication with following Schedule :

SCHEDULE

“Whether the action of the management of M/s Mysore Minerals Limited in imposing the punishment of termination of services on Shri. Munigowda, Ex-Mazdoor, M/s Mysore Minerals Limited, Katigeri Dolomite Mines, Bagalkot District w.e.f. 16.11.2000 is legal and justified? To what relief the workman is entitled and from which date?”

2. Brief details mentioned in the Claim Statement are as follows:-

The I Party submits that, he has been selected and appointed as a Mazdoor by the respondent in the year 1986 and subsequently his services came to be confirmed. It is submitted that the I party has worked continuously over a period of 13 years at Kebbihalli unit of Kanakapura Taluk. That, in the year 1999, the II party has transferred the I Party to Kakegeri Dalmaite Mine, Badami Taluk, Bagalkot District. The I Party also states that, on the basis of false complaint alleged to have been filed by one Mr. Mallikarjunaiah, son of Mallaiah on 03-04-2000, the II party has kept the I Party under suspension pending enquiry by an order dated 04-04-2000. The I Party also submits that the Manager of Katagere has not served the order of suspension and even subsistence allowance has not been paid to him, and he has no source of income and also the I party has approached the manager. The I Party submits that on 19-07-2000 when the I party has filed a representation before the Manager of Katagere unit then the Manager has made an endorsement on 15-10-2003 stating that the I party has already been terminated from the services by an order dated 16-11-2000. The I party made several requests and ultimately the I party has filed a representation before the II party on 13-06-2005 requesting to furnish the order of dismissal along with covering letter dated 12-07-2005. It is submitted that the II party has terminated the I party for unauthorized absent from duties with effect from 04-04-2000 and onwards. Further, it is also submitted that the I party has not committed any misconduct as referred to in the order of dismissal. It is submitted that the I party has not been served with the show cause notice and the publication notice in the local paper circulated at Kanakapura Taluk. The I party is unaware of the exparte proceedings conducted and also, the order of dismissal passed by the II party, without holding any enquiry, which is illegal and contrary to law and the same is opposed to the principles of natural justice. It is submitted that the II party has passed the order of dismissal on 16.11.2000 but it came to be served on the I party only on 12.07.2005. That in compliance of the order passed by the Hon'ble High Court of Karnataka, the conciliation officer reheard the matter afresh and factual report has been forwarded to the Central Government and then, it has referred the dispute to this Court for proper adjudication on the point of reference. It is submitted that in view of the reasons stated above, absolutely there is no delay on the part of the I party workman in raising the Industrial Dispute. It is submitted that the II party without, there being any justifiable reasons, has illegally and arbitrarily dismissed the first party from service. Therefore, the I Party respectfully prays that this Court may be pleased to

- a) Allow the reference by setting aside the order of dismissal dated 16.11.2000 passed by the II Party and also, to direct the II Party to reinstate the I Party back into service with continuity of service and all other consequential benefits, including back wages from the date of dismissal till the date of reinstatement.
- b) Pass any other appropriate order, orders or directions as this Court may deems fit to grant by considering the facts and circumstances of the case and an order as to costs to meet the ends of justice.

3. The II party has not filed the objection for the said claim statement of I party, though sufficient and adequate opportunities have been granted to the II Party. Further Vakalat has been filed on behalf of II Party on 25.04.2011 itself. However, the objection to the claim statement has not been filed by II Party, without any valid reasons. Further, this is an old case of the year 2009. Further, RPAD notice has been sent to II party in Transaction No. A RK 345400491 IN, and served Acknowledgement card has been received by this Court. Still no representation has been made on behalf of II party and II party also called absent. In the circumstances, this Court is constrained to pass appropriate award, in accordance with law, based upon the materials brought on record.

4. The pertinent point that arises for consideration in the present matter is:-

“Whether the action of the management of M/s Mysore Minerals Limited in imposing the punishment of termination of services on Shri. Munigowda, Ex-Mazdoor, M/s Mysore Minerals Limited, Katigeri Dolomite Mines, Bagalkot District w.e.f. 16.11.2000 is legal and justified? To what relief the workman is entitled and from which date?”

5. Analysis, Discussion Findings with regard to the above mentioned point:-

The WW-1 namely, Sh. Munigowda/Workman has examined himself as WW-1 and also, the above mentioned submissions made in the claim statement have been stated by him. The I Party submits that, he has been selected and appointed as a Mazdoor by the respondent in the year 1986 and subsequently his services came to be confirmed. It is submitted that the I party has worked continuously over a period of 13 years at Kebbihalli unit of Kanakapura Taluk. The I Party submits that on the basis of false complaint alleged to have been filed by one Mr. Mallikarjunaiah son of Mallaiah on 03.04.2000, the II Party has suspended the I Party pending enquiry by an order dated 04.04.2000. The I Party also submits that the Manager of Katagere has not served the order of suspension and even subsistence allowance has not been paid to him, and he has no source of income and also, the I party has approached the manager for the several times. The I Party submits that on 19.07.2000 when the I party has filed a representation before the Manager of Katagere unit, then, the Manager has made an endorsement on 15.10.2003 by stating that the I party has already been terminated from the services by an order dated 16.11.2000. The I Party submits that the II party has terminated the I party for the unauthorized absence from duties with effect from 04.04.2000 and onwards. The I Party submits that the II party has passed the order of dismissal on 16.11.2000 but it came to be served on the I party only on 12.07.2005.

6. Further, as Per EX W-1, dated 15.02.1999, Relieve Order has been issued by II Party to I Party. As per Ex W-3, Dismissal Order issued by II Party dated 15.11.2000. Further, as per Ex W-6, dated 13.06.2005, Representation made by I Party, requesting to furnish the copy of Termination Order dated 16.11.2000. Further, as per Ex W-7, dated 12.07.2005, the II Party furnished the copy of Order of Dismissal dated 16.11.2000, by stating that for the Unauthorized and long absence of I Party, the dismissal order has been issued. But, no relevant record has been produced by II party, regarding the service of the said dismissal order to I Party, as pointed out in the Ex-W-7. As per Ex W-8, dated 23.12.2005, Petition filed by I Party before the Labour Commissioner, and as per Ex W-9, dated 29.12.2006, order has been issued by Labour Officer to I Party and as per Ex W-10, dated 05.12.2008, Order passed by Hon'ble High Court of Karnataka and also, it is ordered that, the Ministry of Labour is directed to refer the matter to the adjudicating forum within one month from the date of production of copy of the said order. In the above mentioned facts and circumstances, it is found that the workman of I Party is entitled to get back wages from the date of termination i.e., from 16.11.2000. Further, it is seen that, the II Party/Management is adopting super technical and hyper technical measures, so as to stop the I Party from getting the legal benefits. Further, the intension of the legislature in enacting the Social Welfare provisions of Industrial Dispute Act would be defeated, if the untenable actions of the II Party/Management are not taken into consideration very seriously, and also the legal benefits of the workman are denied. The I Party has clearly established that the II Party has terminated the service of I Party without following the due process of law and also principles of natural justice, fairness and reasonableness and hence, the workman of I Party is entitled to get full back wages and other consequential benefits from the date of termination, i.e., 16.11.2000. For the above, mentioned reasons, it is found that, the I Party is entitled to get full back wages and other consequential monetary benefit. For the above mentioned various reasons and grounds it is found that details mentioned in the claim statement have been, established by the I party, in accordance with the law. Accordingly, the following award is passed.

AWARD

The II Party is not justified in terminating the service of the I party Sh. Munigowda – workman, w.e.f 16.11.2000 and II Party is directed to reinstate the I Party with full pay back wages and other consequential monetary benefits to the workman and the award is passed accordingly, without cost for the above mentioned peculiar facts and circumstances.

(Dictated, transcribed, corrected and signed by me on 28th March, 2017)

V. S. RAVI, Presiding Officer

List of Witness on the side of I Party:

WW 1	Sh. Munigowda, I Party/Workman
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Exhibit marked on behalf of I Party:

Exhibits	Date	Description of Document
Ex W-1	15.02.1999	Relieve Order
Ex W-2	06.04.2000	Office Order
Ex W-3	15.11.2000	Dismissal Order

Ex W-4	20.08.2003	Office letter
Ex W-5	15.10.2003	Office letter
Ex W-6	13.06.2005	Representation filed by I Party
Ex W-7	12.07.2005	Office letter
Ex W-8	23.12.2005	Petition filed by I Party before Labour Commissioner
Ex W-9	29.12.2006	Endorsement issued by Labour Officer
Ex W-10	05.12.2008	Certified copy of Order passed by the Hon'ble High Court
Ex W-11	-	Identification card issued by II Party
Ex W-12	-	Wage Slips under minimum wages Act issued by II Party
Ex W-13	-	Provident Fund Statement

नई दिल्ली, 20 अप्रैल, 2017

का.आ. 1112.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स हुट्टी गोल्ड माइन्स कम्पनी लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बेंगलूर के पंचाट (संदर्भ संख्या 28/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13.04.2017 को प्राप्त हुआ था।

[सं. एल-43011/1/2010-आई.आर. (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 20th April, 2017

S.O. 1112.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 28/2010) of the Central Government Industrial Tribunal/Labour Court, Bangalore now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Hutti Gold Mines Company Limited and their workman, which was received by the Central Government on 13.04.2017.

[No. L-43011/1/2010-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

DATED : 31st MARCH, 2017

PRESENT : Shri V. S. RAVI, Presiding Officer

C R No. 28/2010

I Party

Sh. Sharana Kumar (Workman),
Rep. by the General Secretary,
AITUC, District Council,
Upstairs, Saptagiri Complex,
K.C. Road, Bellary

(By Mr. Muralidhara, Advocate)

II Party

The Executive Director,
Hutti Gold Mines Company Limited,
Hutti Post, Lingaure Taluk,
Raichur- 584115

(By Mr. M.R.C. Ravi, Advocate)

AWARD

1. The Central Government vide Order No.L-43011/1/2010-IR(M) dated 03.08.2010 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute Act, 1947 has made this reference for adjudication with following Schedule :

SCHEDULE

“Whether the action of management of Hutti Gold Mines Co. Ltd., in terminating the services of Shri Sharana Kumar, Token No. 2541 w.e.f. 24.05.2007 is justified? To what relief the workman is entitled?”

2. Brief details mentioned in the Claim Statement are as follows:-

The I Party is a trade union federation registered under the Trade Unions Act, and the HGML Employees Union which is the recognised Union in the II Party. Smt. Hanumavva and Sri. Adappa belonged to Kabberu Caste, as that of Sri. Raghavendrappa. Smt. Hanumavva has got the ownership in the land in Survey No. 57/B in Hutti Village. The II Party acquired the said land for mining purposes in the year 1963. It is in this background, Sri. Sharana Kumar S/o Sri. Raghavendrappa and grandson of Smt. Hanumavva made his claim for appointment with the II Party. He has already produced all the relevant documents like land documents, Village Accountant's certificate of family tree, etc. It is only after a thorough check of the relevant particulars, the II Party has appointed the I Party in their establishment. The concerned workman, ever since his appointment, has rendered the honest and sincere service to the II Party and as such, he has got the flawless record of service. Thereupon, the Manager, (HR) called Sri. Sharana Kumar to his office on 08.07.2006 and under duress made him to sign a letter which has been written up to the dictation of the Manager. As such, the so called statements obtained from Sri. Sharana Kumar and his father by the Manager (HR) have been obtained by the Manager (HR) by misusing his official status and under the direction of his official superiors. The II Party, without any notice and without any order, has placed the Sri. Sharana Kumar under suspension, and also, refused to permit him to report for duty w.e.f. 08.07.2006. Thereupon, the Manager (HR) by terming the work of the I Party/Workman as not satisfactory, initiated, domestic enquiry into the charges alleged against the workman concerned by appointing one Sri. N. Kariyappa, Staff Officer as Enquiry Officer and Sri. S.S. Bhavimani, Junior Officer, as the Presenting Officer. The I Party/workman humbly submits that the Enquiry Officer, being an officer of the II Party has got the bias as against the charge sheeted workman, and also, conducted the enquiry in total disregard of the principles of natural justice and the provisions of the Certified Standing Orders. The Enquiry Officer failed to cause the copies of documents which the Presenting Officer submitted in the enquiry, to the charge sheeted workman. The I Party/Workman has not been granted the opportunity to produce evidence in his defence. The enquiry findings are unjust, unreasonable and perverse. The enquiry officer, believed the statement of the persons who have not been produced in the enquiry by the Management, to stand the test of cross-examination. The enquiry findings are therefore liable to be rejected as perverse for the said reasons and other infirmities. Further, the II Party, as per their predetermination proceeded to pass final order dated: 24.07.2007 terminating the I Party from the service. The said order came to be passed without reasons and justification. The I Party submits that the order of termination passed against the concerned workman is wholly arbitrary, unjust and illegal and the same is liable to be set aside for the following reasons:

- (i) That, the concerned workman has not committed any act of misconduct in securing employment with the II Party.
- (ii) Hence initiation of enquiry amounts to abuse of disciplinary power.
- (iii) That, the charge sheet is not proper & legal and the same has also not accompanied by the list of witnesses and documents.
- (iv) That, the enquiry findings are unjust, unreasonable and perverse.
- (v) That, the action of the II Party amounts to unfair labour practices and legal victimization.
- (vi) That, the order of punishment is unsustainable for the reason of non-payment of subsistence allowance or wages.
- (vii) The I Party/Workman submits that the since the day of his termination, he has remained unemployed and he has no other source of livelihood.

Therefore, the I Party respectfully prays that this Court may be pleased to pass an Award:

- (a) to set aside the order of dismissal dated: 24.05.2007 passed by the II Party against Sri. Sharana Kumar Token No. 2541, as unjust, arbitrary and illegal.
- (b) to direct the II Party Management to reinstate him into the service with full back wages, continuity of service and all others consequential benefits.

3. Brief details mentioned in the counter statement are as follows:-

The II Party states that, I party has worked as Ex. UG. T No. 2541 in the II party Company. It is further submitted that one Smt. Hanumawwa W/o Adappa is the owner of land Sy.No.57/B, Hutti Village and the II party company has acquired the said land for the mining purpose during the year 1963. It is further submitted that the II party company has agreed to provide employment in the II Party company to one of the family members of the land losers. Further, it is submitted that while giving undertaking at the time of appointment to the I party, Sri.Raghavendrappa, F/o I party stated in the agreement that he has got the ownership of the land in Sy. No. 57/B, where as the Smt. Hanumawwa has got the actual ownership of the said land. Smt Hanumawwa and her husband Adappa have already expired at the time of proposal to provide employment to I party and Smt. Hanumawwa has expired 50 years ago. It shows that Sri. Raghavendrappa to gain unlawful employment to his son, mislead the company and produced all the documents which are manipulated and fabricated. It is submitted that the II party received a complaint regarding the said matter, during the year 2006 and as per the complaint received, the II party called Sri. Raghavendrappa and I party. It is submitted that the I party has furnished the false information at the time of appointment of I Party and committed misconduct under the company standing orders 19(7), 19(18) and 19(41) and for the said misconduct the show cause notice dated 29.07.2006 has been issued. It is further submitted that Notice of Enquiry dated 23.08.2005 has been issued to the workmen and Sri. N. Kariyappa and Sri. S. S. Bhavimani have been appointed as the Enquiry Officer and Presenting Officer respectively. It is further submitted that the Enquiry Officer has permitted the I party to take the assistance of a co-worker of his choice and the workmen has availed the assistance of one Sri Amara Gundappa. Further, it is submitted that the Enquiry Officer found that the I Party is guilty of the misconduct alleged against him in the memo of charges and gave his reports and findings that the management has proved its case. The II party, after taking into consideration the findings submitted by the Enquiry Officer in the enquiry report, past record of I Party and after considering the gravity of misconduct committed by the workman, dismissed the services of the workmen vide dismissal order dated 24.05.2007. The II Party Company submits that as the dismissal of the workman is just, fair and bonafide and there is not even an iota of material in the action of the second party Company to suggest that it is for ulterior motive and/or for extraneous consideration and/or by way victimization. Further, it is submitted that while giving the undertaking at the time of appointment F/o I Party stated in the agreement that he is the landowner of Sy. No. 57/B, where as it belongs to Smt. Hanumawwa and he has also produced the fabricated family tree showing that Raghavendrappa is the only son of Smt. Hanumawwa W/o. Adappa (Khatedar) and I party is the grandson of Hanumawwa which is issued by the Village Accountant, Grama Panchayat, Hutti. The contention that the Manager (HR) by misusing the official status and under the direction of official superiors has obtained the statements, are not tenable in law. Further, it is submitted that the I Party has been directly issued with show cause notice without mentioning of suspension pending enquiry, therefore the question of payment of subsistence allowance does not arise. The contention that the I Party remained without employment and that he has no prospects of getting any job elsewhere and that he has no other means of livelihood and that he is not gainfully employed are totally false and denied. Further, the II Party submits that this Court may be pleased to reject the contentions and claims of the I Party with regard to reinstatement in service with full back wages, continuity of service, seniority and promotion, increments and other consequential benefits, in the interest of justice and equity.

4. The pertinent point that arises for consideration in the present matter is:-

- (i) "Whether the action of management of Hutti Gold Mines Co. Ltd., in terminating the services of Shri Sharana Kumar, Token No. 2541 w.e.f. 24.05.2007 is justified? And
- (ii) to what relief the workman is entitled?"

5. Analysis, Discussion Findings with regard to the above mentioned points :-

In the Counter the II Party has admitted that, II party company has acquired land situated at Sy.No.57/B, Hutti Village for mining purpose during the year 1963 and II party company has agreed to provide employment in the II Party company to one of the family members of the land losers. Further, in Ex M-4, dated 24.07.2006, Show Cause Notice issued by the II Party to I Party, it is clearly pointed out by the II Party that according to the family tree and also on the basis of land ownership and other documents, the II Party has offered the said job to the I Party on 21.03.2004 in Token No. 2541. However, in the said Show Cause Notice itself the II Party has pointed out that the information furnished in the letter of agreement dated 22.04.2004 are false and the particulars in the certificate obtained from the Village Accountant are all false. However, on a careful perusal of materials on record it is found that II Party has miserably failed to establish the said allegations in an acceptable and convincing manner. Further, it is stated in the Show Cause Notice that I Party has created false documents and obtained job and thus committed misconduct and it is a crime under the criminal offence. However, for the said criminal offence alleged to have been committed by the I Party also, the II Party has not lodged any criminal complaint before the Police and also, for not lodging the criminal complaint, also, the II Party has not furnished any sufficient and convincing reasons. Further, in the explanation dated 01.08.2006, itself the I Party has clearly stated that as per the letter of appointment dated 21.03.2004, he has worked with II Party without violating the standing orders of the Company and also rendered service with dedication and commitment and out of

vengeance and in order to harass the I Party, someone has given the false information and creating problems. Even after the receipt of the said explanation also the II Party has not conducted the proper enquiry as per the principles of Natural Justice, so as to establish that I Party has committed the misconduct as per the standing orders of the II Party.

6. Further, the Hon'ble Apex Court in a judgment reported in 2008 AIR SCW 3460 in the matter of MAVJIA C LAKUM Vs CENTRAL BANK OF INDIA, on interpretation of Section 11-A of the

Act, has observed as under:—

“After all the Tribunal has to judge on the basis of the proved misbehaviour. In this case we have already recorded that the Tribunal was firstly correct in holding that the misbehaviour was not wholly proved and whatever misconduct was proved, did not deserve the extreme punishment of discharge..... The learned judge seems to be of the opinion that if the enquiry is held to be fair and proper, then the Industrial Tribunal cannot go into the question of evidence or the quantum of punishment. We are afraid that is not the correct law. Even if the enquiry is found to be fair, that would be only a finding certifying that all possible opportunities were given to the delinquent and the principles of natural justice and fair play were observed that does not mean that the findings arrived at were essentially the correct findings. If the Industrial Tribunal comes to the conclusion that the punishment given is shockingly disproportionate, the Industrial Tribunal would still be justified in re-appreciating the evidence and/or interfering with the quantum of punishment. There can be no dispute that power under section 11-A has to be exercised judiciously and the interference is possible only when the tribunal is not satisfied with the findings and further concludes that punishment imposed by the Management is highly disproportionate to the degree of guilt of the workman concerned..... The Tribunal was justified in appreciating the fact that the charges were not only trivial and were not so serious as to entail the extreme punishment..... Though the learned judge had discussed all the principles regarding the exercise of power under Section 11-A of the Industrial Disputes Act as also the doctrine of proportionality and the Wednesbury's principles, we are afraid the learned judge has not applied all these principles properly to the present case.” In the above case, the Hon'ble Apex Court has considered the scope of enquiry by the Industrial Tribunal, and the finding of the Learned Single judge of the Hon'ble High Court as regards, the power of the Industrial tribunal in case of enquiry held as fair and proper and the power of the Industrial tribunal to go into the question of the evidence or the quantum of punishment. The Hon'ble Apex Court has held that the said law as pointed out by the Hon'ble High Court is not a correct law. Even in case the enquiry is held to be fair and proper, the Tribunal has to find out as to whether the findings arrived at by the Enquiry Officer are correct findings and supported by evidence and also to find out as to whether the punishment is shockingly disproportionate. Accordingly in the present case also, appropriate award has to be passed, based on the above mentioned facts and circumstances.

7. Further, it is pertinent to point out that, at the time of joining and also providing employment to I Party, all the concerned documents have been examined closely by the II Party and then only, II Party has appointed the I Party. Further, the enquiry officer, in his report dated 10.01.2007, has mainly relied upon the statements given by the I Party and his father. Further, the II Party appointed the Enquiry Officer Mr. Kariyappa N and the said statements have been recorded by Lingappa, Grade 1 staff of the II Party Company. The said Lingappa has categorically stated that, Sh. Kariyappa N, Enquiry Officer, and S.S. Bhavimani, presenting officer have also seated and present at the time of recording the said statements. On that ground only it is clearly pointed out on behalf of I Party that the said 2 statements from the I Party and his father have been already obtained under duress in the presence of the Enquiry Officer Sh. Kariyappa N, and S.S. Bhavimani, Presenting Officer and no independent documents and independent witnesses have been examined to establish that Village Accountant has issued the false Family Tree certificate, and I Party and his father have colluded to create false documents. Further, in the course of Enquiry before the Presenting Officer, the I Party/Workman has stated that both I Party's father and Hanumavva belong to 'Kabberu' Caste and Sh. Raghavendrappa is considered as the adopted son by Smt. Hanumavva and after examining all the documents thoroughly only the II Party appointed the I Party. Further, it is specifically pointed out by the I Party that II Party has obtained the signature on the statements under pressure. Further, the said Lingappa, who has written the said statements has admitted that on behalf of the I Party, no one has appeared or present, at the time of taking the statement. Further, the I Party has clearly pointed out that he is the grandson of Hanumavva w/o Adappa who has got the ownership of the land in Sy. No. 57/B acquired in the year 1963 by the II Party and the said Hanumavva adopted the father of I Party Sh. Raghavendrappa as her son and the certificate obtained from the Village Accountant is genuine. Further, the I Party has specifically pointed out that the witnesses have given evidence in favour of II Party as they are working with II Party Company. Further, it is rightly pointed out on behalf of I Party that the II Party has to prove by producing the independent evidence and documents and not by mainly relying upon the statements obtained under duress.

8. Further, on a careful scrutiny on entire evidence and materials available on record it is found that enquiry findings are perverse and statements obtained from the I Party and his father have no evidentiary value and the Enquiry Officer is not justified in mainly relying on the said statements. Further, I Party has clearly stated that he is the victim

of arbitrary and capricious action of the Management and he is not gainfully employed and the I Party is dependent only on the said job for his livelihood. Further, it is seen that there is no suppression of material facts or false information submitted by the I Party at the time of obtaining job, as stated by the II Party. Further, as per Ex M-11, in the explanation to the final Show Cause Notice, dated 28.02.2007, the I Party has clearly stated that the action of the II Party management in conducting post facto verification or enquiry after denying employment in an illegal manner, is totally opposed to the principles of natural justice and further, the II Party, acting on the anonymous letter, purportedly written by the unknown person, is unacceptable and on the very same basis denying employment is thoroughly illegal and untenable and the I Party would be put to great loss and injury as he is the sole bread winner of the larger family comprising of aged parents and rest of the family members, and coupled with the fact that the party is not having any alternative source of income. Further, in the counter, the II Party has stated that the Smt. Hanumavva has expired 50 years ago and Sh. Raghavendrappa in order to gain employment to his son, namely the I Party/Workman, has produced the manipulated documents. However, to establish the said details the II Party has not produced any material records or relevant evidence. It is pertinent to point out the II Party has failed to prove the alleged misconduct committed by the I Party as per the principles of preponderance of probability. Further, in the reply to the show cause notice, explanation to the final show cause notice, claim statement and evidence, the I Party has clearly stated that he has no other source of income and he is without employment from the date of illegal termination of employment by the II Party.

9. Further, in the Judgment relied on behalf of II Party and reported in (2013) 9 Supreme Court Cases 363, dated 29.07.2013, (Before Mr. Justice. DR B.S. CHAUHAN and Mr. Justice. S.A. BOBDE, JJ in the case of DEVENDRA KUMAR Vs STATE OF UTTARANCHALAND OTHERS, it is observed as follows only:- “Fraud/Misrepresentation/Suppression of information sought by employer or furnishing false information while seeking appointment. Suppression of such material information itself amounts to moral turpitude and is a separate and distinct matter than what is involved in Criminal case.” And also, in the Judgment of Hon’ble High Court of Karnataka, dated 27.06.2000 (Before Hon’ble Mr. Justice. G.C. Bharuka and Ms. Justice. Manjula Chellur, in the case of Management of V.I.S.L. Bhadravathi, Shimoga District Vs B. Veeranna Gowda Patil and others, it is held as follows only:- “Casual Labourer obtained employment, on a fraudulent representation and by furnishing forged educational and academic documents. Held, employment fraudulently secured is voidable and is liable to be recalled at the option of the employer.” Further, in the case of Union of India and others Vs M. Bhaskaran, in the Civil Appeal No. 9637 of 1995, reported in 1995 Supp (4) SCC 100, and also relied on behalf of II Party, it is held as follows, “Guilty of misrepresentation and fraud, Procuring employment on the basis of bogus and forged documents. Employment secured by fraud, held, renders it voidable at the option of the employer.” Further, the citations submitted on behalf of II Party have been considered, with reference to the above mentioned prevailing factual and also legal position of the present case and also with regard to the submission made by the II Party in the Counter Statement and it is found that the submissions of the II Party do not fall within the ratio or principles, of the above mentioned judgments, submitted on behalf of the II Party, in the light of the above mentioned special facts and peculiar circumstances of the present case and also, particularly, due to the fact that the II Party has failed to establish that the I Party/Workman and his father have produced manipulated and fabricated records, and the I Party, has committed the misconduct, as per the principles of preponderance of probabilities and also, as per the principles pointed out in the above mentioned Hon’ble Supreme Court judgment reported in 2008 AIR SCW 3460.

10. Further, in the Judgment of Hon’ble Supreme Court of India, Before Mr. Justice D.A. Desai, Mr. Justice. O. Chinnappa Reddy and Mr. Justice. A. Varadarajan JJ, Civil Appeal No. 2659 (NL) of 1980, dated 02.09.1983, in the case of S.K. Verma. Vs Mahesh Chandra And Another, it is categorically held that, “Industrial Dispute Act is a legislation intended to bring about peace and harmony between labour and management in an industry and for that purpose, it makes provision for the investigation and settlement of industrial disputes. It is, therefore, necessary to interpret the definitions of ‘industry’ ‘workman’, ‘industrial dispute’. etc. so as not to whittle down, but to advance the object of the Act.” In the present case also, it is found that the Central Government has referred the present dispute in CR 28/2010 in No.L-43011/1/2010-IR(M) dated 03.08.2010, for adjudication. On that ground also, it is found that this Court has to adjudicate the present case to advance the object of the I.D. Act, 1947. Further, in the Judgment reported in A. I. R. (3S) 1951 Calcutta.-28.6..(C. N, 59,) in the case of Rupendra Deb Raikut Vs Ashrumati Debi and others, it is particularly observed that, “‘Interest of Justice’ means promotion or advancement of the cause of justice. Applicant’s temperament, failings, interests and circumstances must be considered- Justice should not only be done but should manifestly and undoubtedly seem to be done. After all, the procedure of the Court is to aid the administration of justice and not hamper it. But where in the peculiar circumstances of a case, there is a conflict between the law of procedure and the substantial rights of the parties, the Court or the Judge is justified in ignoring it and it is the duty of the Judge or the Court to ignore the procedure.” Further, it is reported in Lloyds Bank Ltd Vs. Bundy. (1974) 3 All ER 757 that Lord Denning first clearly enunciated his theory of “inequality of bargaining power”. He began his discussion on this part of the case by stating (at page 763): “There are cases in our books in which the courts will set aside a contract, or a transfer of property, when the parties have not met on equal terms, when the one is so strong in bargaining power and the other so weak that, as a matter of common fairness, it is not right that the strong should be allowed to push the weak to the wall.” Further, in the Judgment reported in ILR 1998 KAR 18 BEFORE Mr. Justice R.P. SETHI, Mr. Justice CJ

AND Mr. Justice S.R. BANNURMATH, J in the case of The Management of the Mysore Coffee Processing co-operative Society Ltd Vs Presiding Officer, it is particularly held that, "Where the Management discharges a workman by an Order which is void for want of an Enquiry, the "Doctrine of Relation" back cannot be invoked and in that event the workman would be entitled to the grant of Full back wages from the date of termination of his services till the date of award of the Labour Court." In the present case also, the II Party has not established that I Party has produced manipulated and fabricated documents to gain employment in the II Party Company. For the above mentioned various reasons and grounds, it is held that the I Party is entitled to get relief, as prayed and the points are answered in favour of the I Party. Accordingly, the following award is passed:—

AWARD

The action of the Management of the Hutti Gold Mines Co. Ltd. is not justified in terminating the services of Shri. Sharana Kumar, Token No. 2541, W.e.f 24.05.2007 and II Party is directed to reinstate the I Party, with continuity of service and also, with payment of full back wages from the date of termination, namely, 24.05.2007, and all other consequential benefits to I Party, and the present reference is answered in favour of I party, without cost for the above mentioned peculiar facts and circumstances.

Dictated, transcribed, corrected and signed by me on 31th March, 2017)

V. S. RAVI, Presiding Officer

List of Witness on the side of I Party regarding victimization and not being gainfully employed

WW1	Sh. Sharana Kumar, I Party/ Workman
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नई दिल्ली, 20 अप्रैल, 2017

का.आ. 1113.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स मेट लाइफ इण्डिया इश्योरेंस कं. लिमिटेड के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चैन्नई के पंचाट (संदर्भ संख्या 36/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13.04.2017 को प्राप्त हुआ था।

[सं. एल-17012/46/2013-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 20th April, 2017

S.O. 1113.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 36/2014) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Met Life India Insurance Co. Ltd. and their workman, which was received by the Central Government on 13.04.2017.

[No. L-17012/46/2013-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Wednesday, the 5th April, 2017

Present : K.P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 36/2014

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of Met Life India Insurance Co. Ltd. and Two Others and their workman)

BETWEEN :

Sri R.S. Belin : 1st Party/Petitioner

AND

1. The Manager : 2nd Party/1st Respondent
M/s Met Life India Insurance Co. Ltd.
Zion J.R.S. Centre, 2nd Floor,
Trivandrum Main Road
Opp. MRF Tyres, Marthandam,
Kanyakumari-629165
2. The Manager – IR : 2nd Party/2nd Respondent
M/s Met Life India Insurance Co. Ltd.
Brigade Sesha Mahal, No. 5, Vani Vilas Road
Basavangudi, Bangalore-560004
3. The Associate Director : 2nd Party/3rd Respondent
M/s Met Life India Insurance Co. Ltd.
Orchid Centre, 5th Floor, DLF Golf Course Road
Sector-53, Gurgaon-122002

Appearance :

For the 1st Party/Petitioner : M/s S. Arunachalam, Advocates
For the 2nd Party/1st & 2nd Respondent : M/s King Stubb & Kasiva, Advocates
For the 2nd Party/3rd Respondent : Set Ex-parte

AWARD

The Central Government, Ministry of Labour & Employment *vide* its Order No. L-17012/46/2013-IR (M) dated 31.03.2014 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the action of the management of M/s Met Life India Insurance Co. Ltd. in terminating the services of Sri R.S. Beilin w.e.f. 04.07.2012 is justified? If not, to what relief is the workman entitled to?”

2. After receipt of the Industrial Dispute this Tribunal has numbered it as ID 36/2014 and issued notice to both sides. The petitioner and Respondents 1 and 2 entered appearance and filed Claim and Counter Statement respectively. The Third Respondent remained ex-parte.
3. The averments in the claim statement filed by the petitioner in brief are these:

The petitioner has joined the service of the Respondent organization as Sales Manager on 03.11.2010. He was on probation and was confirmed in this post after completion of the period of probation, on 12.10.2011. Though the nomenclature of the petitioner is Sales Manager, he is a workman coming within the definition of Section-2(s) of the Industrial Disputes Act. The job of the petitioner was only of a Salesman as target was fixed for him to canvass insurance policies. The petitioner has no subordinates under his control. He has no power or authority to execute any order or to take any decision. The petitioner was performing his duties to the best of his abilities. No proper encouragement was coming from the Management to complete the monthly targets. Since the Management came to know that the petitioner is an active member of the Employees Union he was charged with unnecessary allegations. The petitioner was issued with a warning letter on 27.04.2012 stating that his performance was below the acceptable standards. Though the petitioner sent explanation it was not accepted. The petitioner was terminated from service on 29.06.2012 by giving one month's notice pay. The order of termination is illegal. The petitioner is entitled to be reinstated in the service of the Respondent with full back wages, continuity of service and other attendant benefits.

4. The Respondents have filed Counter Statement contending as below:

The Written Statement is being filed through the Authorized Signatory of Metlife India Insurance Co. Ltd. There is no privity of contract between the petitioner and any employees arrayed as opposite parties. For this reason itself the claim is not maintainable. The claim is outside the scope of the jurisdiction of this Tribunal as the petitioner is not a workman coming under the definition of Section-2(s) of the Industrial Disputes Act. The petitioner was performing work which was purely supervisory and managerial in nature. He was drawing salary of Rs. 2,40,000/- per annum. He was appointed as Sales Manager-Agency Sales in E-1 Grade to promote the business of the Company. He does not qualify as a workman as defined under the Industrial Disputes Act. For this reason itself the claim is liable to

be dismissed. The petitioner was engaged by the Respondent Company by appointment letter dated 04.11.2010 as Sales Manager-Agency Sales in E-1 Grade at Marthandam branch of the Respondent. The various terms and conditions of appointment set out in the appointment letter were accepted by the petitioner. The appointment letter is binding on the petitioner. The appointment letter provides for termination of the employee for inefficiency and poor performance, among other reasons. The petitioner has not done any business for more than 15 months as on 12.06.2012. There were instances of the petitioner coming to the office, marking attendance and leaving immediately. There has been gross negligence and serious omission on the part of the petitioner in performing the duties that were assigned to him. Though he was given time and assistance to improve his performance he continued to be irresponsible and did not bring any improvement in the performance. In fact several opportunities were given to the petitioner to improve himself. The Respondents had also sent several warning letters to the petitioner on account of his poor performance. Because of the poor performance of the petitioner and his negligent and indifferent behavior the Company has terminated him from service w.e.f. 04.07.2012. This decision was communicated to the petitioner by letter dated 29.06.2012. The petitioner is not entitled to any relief.

5. The evidence in the case consists of oral evidence of WW1 and MW1 and documents marked as Ext.W1 to Ext.W10 and Ext.M1 to Ext.M3.

6. **The points for consideration are:**

- (i) Whether the action of the Management in terminating the service of the petitioner is justified?
- (ii) What, if any is the relief to which the petitioner is entitled?

The Points

7. The petitioner was appointed as Sales Manager-Agency Sales in E-1 Grade in November, 2010. Ext.W1 is the appointment order by which he was appointed in the Office of the Respondent at Marthandam, a new branch. The petitioner who was on probation after appointment was confirmed in the post on 12.10.2011. The Management of Metlife Insurance Co. Ltd. terminated him from service by termination letter dated 29.06.2012. According to the petitioner he was terminated from service without any valid reason. In their Counter Statement, the Respondents have taken the stand that the petitioner had failed to achieve the performance goals for more than 15 months and it was on account of this he has been terminated from service. The petitioner has insisted that the Respondents did not resort to any enquiry before his termination, that he was not given proper assistance for continued performance and that his termination was in violation of the provisions of the Industrial Disputes Act.

8. The petitioner has given evidence as WW1. In the Proof Affidavit filed by him he has reiterated the case in his Claim Statement. He has stated in his affidavit that he was confirmed in his job taking into account his performance. He has further stated that he being an active member of the employees union was not to the liking of the First Respondent and he was being humiliated on account of this reason.

9. MW1, examined on behalf of the Management is its Attorney and has filed Proof Affidavit as ascertained from the records. It is stated in the affidavit that the appointment letter which was accepted by the petitioner constitutes a binding contract between the petitioner and the Insurance Company and that the termination of the petitioner was on the basis of the terms of the appointment letter. MW1 has reiterated in the Proof Affidavit that the petitioner has not been doing any business for about 15 months and that he was in the habit of coming to the office, marking his attendance and leaving immediately. It is also stated in the affidavit that there has been gross negligence and serious omissions on the part of the petitioner in performing the duties that were assigned to him. Warning letters were sent to the petitioner on three occasions because of his poor performance, it is stated. According to MW1, in spite of opportunities having been given and the warning letter given to him the petitioner has failed to improve his performance and it is accordingly the petitioner was terminated from service.

10. Ext.M2 constitutes the copies of e-mail communications prior to the termination of the petitioner from service. There are also Ext.W4 to Ext.W6, the complaint given by the petitioner to the Head of Human Resources, the reply from the Head of the Human Resources, the performance review letter by the Respondent and the second warning letter on performance. Ext.M2 contains a letter to the petitioner on 29.03.2012 in which it is stated that there are instances where the petitioner has been coming to the office only to mark attendance and has been leaving immediately. He is asked to submit explanation by the letter. There is another letter dated 27.04.2012 described as warning letter for poor performance stating that the performance of the petitioner for the period from January to March 2012 was below the acceptable standards. There is still another letter dated 20.06.2012 described as second warning letter to the effect that the non-performance of the petitioner disclosed gross negligence and serious omissions on his part in performing the duties. After five days, on 25.05.2012 there is another letter stating that the Management is constrained to review the continuation of his employment. After four days, on 29.05.2012 the petitioner was terminated from service by Ext.M3 order. Ext.M2 contains other internal communications among the superior officers of the petitioner prior to his termination. The one dated 21.03.2012 states that all the mails about the petitioner are about his non-performance but as

action will be initiated not on the basis of non-performance, a clarification letter on the lines of insubordination is to be issued to the petitioner. However, the subsequent communications are all based on non-performance.

11. The details of the performance of the petitioner included in Ext.M2 perhaps show some variation in the performance level. However, it is not the case of the petitioner that the continuous engagement of the petitioner should be based on the achievement obtained by him in gathering business. The case that is put forth by the Respondent is that he is a Supervisory Officer who has control over other subordinates also.

12. What is the duty of the petitioner? MW1 has stated during cross-examination that the nature of duty of the petitioner is to recruit Financial Advisors and his position is that of a Salesman. The Financial Advisors recruited by him are to contribute to the business of the Company so the performance level of the petitioner should depend upon the work done by the Financial Advisors. The warning letters issued by the Respondents merely states that the performance level of the petitioner has been very low. The Respondents did not resort to an enquiry leading to the circumstance of the low performance, if any. Again the two warning letters issued were one after the other in quick succession without giving the petitioner enough opportunity to improve on his low performance, if any. Within a few days of the second warning letter termination letter was issued to the petitioner. It has been admitted by MW1 during his cross-examination that it was on the basis of satisfactory performance of the petitioner he has been confirmed in service after completion of the period of probation. So it was not fair on the part of the Respondents in acting in a hectic manner.

13. However, the petitioner is not entitled to any relief in the dispute on the ground of maintainability. The petitioner has stated in his Claim Petition that he comes under the definition of workman under Section-2(s) of the Industrial Disputes Act. On the other hand, the Respondents have contended that his work is supervisory in nature and he is not a workman and this Tribunal has no jurisdiction to deal with the matter. The counsel for the petitioner has referred to the decision of the Apex Court in D.P. MAHESHWARI VS. DELHI ADMINISTRATION AND OTHERS reported in 1983 4 SCC 493 and also the decision in ARKAL GOVINDRAJ RAO VS. CEIBA GEIGY OF INDIA LTD., MUMBAI reported in 1985 2 LLJ 401 where it has been held that in deciding whether a person is a workman or not the focus has to be on the nature of the duties performed and not on the nomenclatures given to the job. The petitioner has stated in his Proof Affidavit that the post of Salesman does not involve any supervision or managerial duty. The admission on the part of MW1 that the petitioner has no subordinates on the payroll of the Respondents also has been pointed out on behalf of the petitioner.

14. The claim put forth by the petitioner that he is a workman is to be rejected in view of the dictum laid down by the Apex Court in the decision in CHAUHARYA TRIPATHI AND OTHERS VS. LIFE INSURANCE CORPORATION OF INDIA AND OTHERS reported in 2015 7 SCC 263. Earlier the decision in H.R. ADYANTHAYA AND OTHERS VS. SANDOZ (INDIA) LTD AND OTHERS reported in 1994 5 SCC 737, the Apex Court has held that medical representatives do not come under the definition of workman under the Industrial Disputes Act. Relying upon this decision the Apex Court has held in Chauharya case referred to earlier that Development Officers working in LIC are not workman under Section-2(s) of the Act and therefore the claim of the Development Officers is not maintainable before the Industrial Forum.

15. In an earlier decision (S.K. VERMA VS. MAHESH CHANDRA reported in 2008 11 SCC 319) the duties of the Development Officers has been elaborated. It has been pointed out that the principle duty of a Development Officer is to organize and develop the business of the Corporation in the area allotted to him and for that purpose to recruit active and reliable agents, to train them to canvass new business and to render post sales services to policy holders. The post of Sales Manager in Metlife India Insurance Company Ltd., the Respondent Company is the same as that of the Development Officer of LIC, as could be seen from the evidence. The persons known as Financial Advisors in the Respondent Company are in the same position as the Agents of LIC. The main nature of the duty of the petitioner who is known as Sales Manager is to recruit Financial Advisors. So the dictum laid down by the Apex Court in the decision in Chauharya case referred to earlier applies to the present case also. Just like a Development Officer in the LIC, the Sales Manager in the Respondent establishment also could not be treated as workman. This being the case this Tribunal has no jurisdiction to go into the dispute. The reference is to be answered against the petitioner for this reason.

In view of the above discussion the reference is answered against the petitioner. An Award is passed accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 5th April, 2017)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1 st Party/Petitioner	:	WW1, Sri R.S. Belin
For the 2 nd Party/1 st , 2 nd & 3 rd Respondents	:	MW1, Mrs. Sumathi Arvind

Documents Marked :

On the petitioner's side

Ex.No.	Date	Description
Ex.W1	01.11.2010	Offer letter appointing petitioner
Ex.W2	04.11.2010	Appointment order
Ex.W3	07.03.2012	Complaint of petitioner through e-mail to the Head-Human Resources
Ex.W4	07.03.2012	Letter of Head HR through e-mail
Ex.W5	27.04.2012	Performance review letter
Ex.W6	25.06.2012	Second warning letter on performance
Ex.W7	29.06.2012	Termination letter
Ex.W8	17.07.2012	Representation of the petitioner
Ex.W9	8/2012	Petition before the Assistant Labour Commissioner (Conciliation), Madurai
Ex.W10	-	Pay slip of the petitioner for December, 2011.

On the Management's side

Ex.No.	Date	Description
Ext.M1	04.11.2010	Appointment letter with connected forms
Ext.M2	-	E-mail copy
Ext.M3	-	Termination Order.

नई दिल्ली, 20 अप्रैल, 2017

का.आ. 1114.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स एयरपोर्ट अथॉरिटी ऑफ इण्डिया के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली के पंचाट (संदर्भ संख्या 50/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13.04.2017 को प्राप्त हुआ था।

[सं. एल-11011/14/2001-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 20th April, 2017

S.O. 1114.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 50/2011) of the Central Government Industrial Tribunal/Labour Court-1, New Delhi now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Airport Authority of India and their workman, which was received by the Central Government on 13.04.2017.

[No. L-11011/14/2001-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO.1, KARKARDOOMA COURT COMPLEX, DELHI

ID No. 50/2011

Airport Authority Employees Union,
T-3/ 2,3,4 INA Colony,
New Delhi – 110 023

...Workman

Versus

Airport Authority of India, IGI Airport,
The Director-in-charge,
New Delhi – 110 037

...Management

AWARD

On receipt of reference under clause (d) of sub-section (1) and sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 (in short the Act) vide letter No.L-11011/14/2001-IR(M) dated 15.04.2002, this Tribunal is now required to adjudicate an industrial dispute with the following terms of reference:

Whether the action of the management of Airport Authority of India in not regularizing the services of S/Smt. Santosh R Rajammal, Mariamma, Kangam and S/Shri Rajinder Kumar and Ranjeet Kumar, ex-contract labour and now daily wage/casual worker is just, fair and legal? If not, what relief these workmen are entitled to and from what date?

2. It is clear from the averments made in the amended statement of claim that the claimants herein were working as sweeper with the management of International Airport Authority at Terminal No. II of IGI Airport and were working at the headquarter building of International Airport Authority through various contractors engaged by the management in connection with the work of sweeping and cleaning of the said building for several years. Details of the claimants are as under:

Sl. No.	Name	Year of Appointment	I Card/ Permit No.
1	Mariammal	1986	7033
2	R. Rajammal	4986	6958
3	Kangam	1991	A001621
4	Rajnit Kumar alias Ranjit Singh	1993	8209
5	Rajinder Kumar alias Rajinder Singh	1996	6953
6	Santosh	1988	A001639

3. It is further averred that the claimants have worked directly with the management at various points of time and details of each of the workmen regarding their engagement with the management at different places is given in Para 1(a) of the statement of claim. Though the claimants were employed on daily wage basis, but they have put in long tenure of service and their services have not been regularized by the management whereas they were performing work of permanent nature. In view of this, union of the claimant filed a writ petition directly before the Bombay High Court titled 'India International Airport employees union vs. International Airport Authority of India' and sought relief for abolition of contract labour in the establishment of the management. The said writ petition was allowed by the Hon'ble High Court of Bombay vide judgement dated 30.04.1995. Thereafter, management filed appeal before the Hon'ble Apex Court where judgement of the High Court was upheld and appeal filed by the management was dismissed in case reported as AIR (1997) SC 645.

4. It is further alleged by the claimants that they had furnished details of their employment in an affidavit for the purpose of regularization, containing necessary particulars. The claimants were also subjected to medical examination and formalities were completed. Despite fulfilling of the requisite conditions, claimants were not allowed to perform their duties with effect from 15.12.1998 onwards. No letter of termination was issued by the management to the claimants nor any opportunity of hearing was given before dispensing with their services. No salary in lieu of notice or retrenchment compensation was paid. It is, further, urged that a large number of workmen junior to the claimants herein were retained, whose names are given in Para 4 of the statement of claim. Claimant has alleged that refusal of duty on 15.12.1998 is illegal, unlawful termination of the claimants. This action is extremely arbitrary and unjust. They have been deprived of their right of livelihood.

5. In their pleadings, claimants have also made reference of the civil suit earlier filed by them before the Civil Court, which was decided vide judgement dated 21.12.1998 and in the said suit interim injunction was granted by the court/ However, services of the claimants, as stated above, were terminated on 16.12.1998. Eventually, the Civil Court has held that it cannot exercise jurisdiction on the matter, as such claimants filed the present case.

6. Claim was resisted by the management who filed detailed reply taking preliminary objections, inter alia that there was no relationship of employer and employee between the claimant and the management, as such, claim of the claimant is not maintainable. Moreover, case of the claimant is liable to be dismissed in view of the judgement of the

Hon'ble Apex Court in Steel Authority of India Vs. National Union Water Front Workers (2001) 7 SCC 1. On merits, management has denied most of the material averments. It is denied that the claimants were on their rolls since 06.12.1996, which was cut off date for regularization of contract workmen, as per judgement dated 06.12.1996 of the Hon'ble Apex Court in Air India Case. In fact, management has been awarding contracts to various contractors from time to time and claimants were engaged directly by the said contractors, as such they were never in direct employment with the management. After judgement dated 06.12.1996 of the Hon'ble Apex Court, thousands of applications were received for seeking regular services with the management. A committee of Officers was constituted to scrutinize the said applications and Medical Board was also constituted. It was finally found that several bogus application with tampered photocopies, forged signatures etc. were filed so as to seek absorption and regularization in service of the management. Claimant, Ms. R. Rajammal was not found on the rolls of contractor for the month of December 1996 as no payment was made to her as per pay roll for the month of December 96. She was also not identified by the house keeping supervisory committee. Similarly, Ms. Mariamma has claimed that she was working with ex-contractor M/s. Aroon Enterprises with effect from 01.11.1996 whereas as per record, her first duty in November appeared only on 23.11.1996 and she was not identified by the house keeping committee. Her name has been inserted fraudulently by the ex-contractor to extend her benefit of regularization. Smt. Kangam was working with M/s. Prime Enterprises since October 1996. However, on verification, her name was not found in the pay rolls. Claimant Santosh was allegedly working with Aroon Enterprises. Signature in the affidavit were made by this claimant in English whereas while appearing before Committee officer on 22.10.1997 he signed in Hindi. Similarly, Shri Ranjit Kumar's signatures were also not found to be genuine. Shri Rajinder Kumar in his affidavit has mentioned his name as Rajinder Kumar whereas in school record, his name was recorded as Rajinder Singh. Management has denied the other averments contained in the subsequent paras of the statement of claim and further alleged that Hon'ble Supreme Court in SAIL case supra overruled the judgement dated 06.12.1996 in Air India case. Management has taken care of all the workmen who were employed on 06.12.1996 and the claim filed by the claimant herein is alleged to be false and baseless.

7. No rejoinder was filed by the claimant nor any issue was separately framed by my learned predecessor as is evident from the record.

8. Claimants in order to support their case examined Ms. S. Rajammal, Ms. Kangam, Mariamma, Shri Rajinder Singh and Shri Ranjit Kumar as WW1 to WW5 whose affidavits are Ex.WW1/A to Ex.WW5/A respectively.

9. Management, in order to rebut the case of the claimants, examined Shri Girish Kumar as MW1, whose affidavit is Ex.MW1/A.

10. I have heard Shri H.S. Sasan, A/R for the claimant and Shri Feroz Ahmed, A/R for the management.

11. First and foremost contention on behalf of the claimants is that they were in the employment of the management through different contractors but they were working directly under supervision and control of the management. It was strongly urged on behalf of the claimant that the management has not adduced any cogent or reliable evidence on record to suggest that it was the contractor who was looking after and issuing directions to them to perform duties in the premises of the management. Learned A/R for the claimant urged that the management has not taken care even to examine a single contractor so as to prove any of the contracts which were entered into between the management and the said contractor. Reliance was placed upon the judgement rendered by the Hon'ble Supreme Court in Air India Statutory Canteen Corporation Vs. United Labour Union (1997) 9 SCC 377 wherein directions was given for absorption of the claimants who were on job on 06.12.1990. Lastly, it was held that the management has refused the claimants to perform duty on 15.12.1998 without serving any show cause notice or payment of one month's notice, as such, action of the management is held to be highly arbitrary and illegal.

12. Per contra, Shri Feroz Ahmed, appearing on behalf of the management urged that there is no direct relationship of employer and employee between the management and the claimants who were, in fact, engaged previously through different contractors and they were not in fact in the employment of any contractor on the relevant date i.e. 06.12.1996 when judgement in Airport Authority of India case (supra) was rendered by the Hon'ble Apex Court. As a consequence of the above judgement, a Committee was constituted by the managements, wherein thousands of applications were filed, even by fake workmen so as to get benefit of the above judgement. Learned A/R for the management took pains to take the court through the judgement in SAIL case (supra) wherein ratio of the Air India authority was partly overruled and it was held that there cannot be automatic absorption of the workmen who were engaged through contractors. Learned A/R for the management also urged that the claimants should have examined the various contractors who were exercising effective control over the working of the claimant on the spot. Therefore, there is no direct relationship of employer and employee between the management and the claimants.

13. Before I proceed to consider the comparative merits of the case, it is necessary to bear in mind ratio of the case in SAIL case (supra). In the above case, a Constitution Bench of the Hon'ble Apex Court directly considered the ambit and scope of the expression 'appropriate Government' as used in Section 2(s) of the Act as well as section 2-1(a) of the Contract Labour (Regulation and Abolition) Act, 1970. Ratio of the case in Air India Statutory Corporation vs. United

Labour Union (1997) 9 SCC 377 was also reconsidered in the above case. In Para 103 Hon'ble Apex Court has dealt with the question of direct and automatic absorption of contract labour, which was earlier considered by the Hon'ble Apex Court in *Air India case* (supra). In the said case, Hon'ble Apex Court has held that there is no express provision in the CLRA Act for absorption of contract labour when an engagement of contract labour stood prohibited on the date of notification under Section 10(1) of the Act and from that moment, principal employer cannot continue contract labour. Resultantly, direct relationship gets established between the workman and the principle employer. It was also observed that CLRA did not intend to denude contract labour of their source of livelihood and means of development by throwing them out of employment after issuance of prohibition notification under Section 10 of the CLRA Act. There is also clear-cut observations that court is a watchdog of the rights of such downtrodden workmen. Workmen who are engaged in violation of CLRA Act or such workmen/contract labour continue despite prohibition notification issued under Section 10(1) of the Act, in that eventuality, relief of absorption in the employment of the principal employer is to be given. However, in *SAIL case* (supra) findings rendered in the earlier judgement in *Airport case* were prospectively overruled and it was held that with the evolution of contractor labour system or issuance of notification under section 10(1) of CLRA Act, there is no automatic absorption of such employees with the main employer and they would not become employees of the management. However, it was clarified in the subsequent para that all these legislations are beneficial legislations and need to be construed liberally in favour of the workmen for whose benefit these Acts are enacted. It was further held that on consideration of the various provisions of the CLRA Act as well as other relevant laws, it is difficult to accept the contention that Parliament intended to absorb contract labour on issuance of prohibition notification under Section 10 of the CLRA Act. However, ratio of the above case is explicit that as and when a post falls vacant, management is required to consider the case of each workman for the purpose of absorbing them so as to make them regular employees of the establishment. In Para 107 of the above judgement in *SAIL case* supra, it was held as under:

107. An analysis of the cases, discussed above, shows that they fall in three classes: (i) where contract labour is engaged in or in connection with the work of an establishment and employment of contract labour is prohibited either because the industrial adjudicator/court ordered abolition of contract labour or because the appropriate Government issued notification under Section 10(1) of the CLRA Act, no automatic absorption of the contract labour working in the establishment was ordered; (ii) where the contract was found to be a sham and nominal, rather a camouflage, in which case the contract labour working in the establishment of the principal employer were held, in fact and in reality, the employees of the principal employer himself. Indeed, such cases do not relate to abolition of contract labour but present instances wherein the Court pierced the veil and declared the correct position as a fact at the stage after employment of contract labour stood prohibited; (iii) where in discharge of a statutory obligation of maintaining a canteen in an establishment the principal employer availed the services of a contractor the courts have held that the contract labour would indeed be the employees of the principal employer.

14. It is not out of place to mention here that in *SAIL case* (supra), the Hon'ble Apex Court approved ratio of judgement in *Hussainbhai, Calicut Vs. The Alath Factory Thezhilali Union, Kozhikode & Others* (1978 (4) SCC 257). Supreme Court in the said case also considered the vital question of status of the workmen who have been employed through contractor by the principal employer. Issue in the said case was hiring of workmen through contractor by industry manufacturing ropes. Supreme Court pointed out that work done by the contract labour was integral part of the industry concerned and the workmen were broadly under the control of the management. Payment of wages was being made through the contractor as is the position in the present case. In order to ascertain the real nature of the contract, the Hon'ble Apex Court observed that where a worker or a group of workers labour to produce goods or services and these goods or services are for the business of another, that other is in fact the employer. He has economic control over the workers' subsistence, skill, and continued employment. If he, for any reason, chokes off the worker is, virtually, laid off. The presence of intermediate contractors with whom alone the workers have immediate or direct relationship ex-contractu is of no consequence when, on lifting the veil or looking at the conspectus of factors governing employment, Courts discern the naked truth, though draped in different perfect paper arrangement, that the real employer is the management, not the immediate contractor.

15. Yet in another case, *Sankar Mukherjee & Others Vs. Union of India & Others* (1990 (Supp.) SCC 668), The Hon'ble Apex Court considered the notification under Section 10(1) of the Contract Labour (Regulation & Prohibition) Act, 1970. The said notification by the Government of West Bengal dealt with prohibiting the employment of contract labour in 16 departments covering 65 jobs in the establishments of M/s. Indian Iron and Steel Co. Ltd. The list of the departments and the jobs are annexed in the schedule to the notification. One of the Departments related to Brick Department excluding the job of loading and un-loading of bricks from wagons and trucks. On a challenge made by the affected workers that they had been subjected to hostile discrimination so much so that the workmen doing the same job in other departments and allied jobs in the same department have been rescued from the system of contract labour, the Supreme Court pointed out that bricks handled by the brick department were used in furnaces of the company as refractory and incidental to the industry carried on by the company. The petitioners herein were employed as contract

labour by the company for the last 15 to 20 years. The Supreme Court further pointed out that even though the petitioners were not doing the job of stacking the bricks, there was no denial nor any averment or material on the record to show that the job of loading and unloading of bricks was not incidental or alike to the stacking of the bricks. On the other hand, they are one continuous process. That being so, the workers performing these jobs which are of perennial nature, are to be treated alike. The Supreme Court pointed out that the workers doing the job of loading and unloading from the wagons and trucks in the Brick Department are to be treated on par with those who are doing the job of cleaning and stacking in the said Department. The Supreme Court further pointed out that there was no reason as to why others doing the same job should be treated differently.

16. During the course of arguments, great emphasis was placed by the learned counsel for the workmen on the fact that when the nature of job done by the workmen herein is regular and perennial in nature and workers are doing same work which was being done by regular workmen, who were admittedly drawing salary double the amount of the salary of the workmen herein, in such a situation, so called contracts with the contractors in the face of prohibition notification under Section 10 cannot be termed to be legally valid. Such agreements are against public policy and any agreement against public policy is liable to be termed as a void agreement. Consequently, such a contract itself becomes void, sham, nominal and bogus in the eyes of law, such contracts are bogus and sham in law. Since majority of the workmen are doing the work of skilled or semi-skilled in nature, which is an integral part of the activity of the department, as such there was no question of engaging contract labour after issuance of notification under Section 10 of the CLRA Act.

17. In this regard, reliance was placed by the workmen on the case of *Catering Cleaners of Southern Railway vs. Union of India* and another (1987 (1) SCC 700). This decision relates to a case of contract labour engaged for cleaning catering establishments and pantry cars in Southern Railway. The Supreme Court pointed out that although the contract system has been abolished in almost all the other Railways, the Southern Railway persists in employing contract labour for cleaning its catering establishments and pantry cars to serve public better. In considering the claim of the contract labour, Hon'ble Supreme Court pointed out that the work of cleaning catering establishments and pantry cars is necessary and incidental to the industry or the business of the Southern Railway; the employment is of perennial nature and that the work required employment of sufficient number of whole-time workmen. Thus, these factors satisfy the provisions under Section 10(2) of the CLRA Act. Considering such facts, instead of issuing a Mandamus, the Supreme Court directed the Central Government to take appropriate action under Section 10 of CLRA Act in the matter of prohibiting employment of contract labour in the work of cleaning catering establishments and pantry cars in Southern Railway. The Supreme Court further directed that these workmen, who were previously employed by the contractor on the same wages and conditions of work as are applicable to those engaged in similar work in Western Railway, be absorbed without waiting for the decision of the Central Government.

18. Question of contract labour was also considered by the Hon'ble Apex Court in the case of *Suresh vs Haryana State Electricity Board* (1999 LLJ 1086). It was also a case where question of right of equality, i.e. equal pay for equal work as well as question of contract labour was considered. In the said case also, Haryana State Electricity Board awarded contract for keeping plants and service station clean and hygienic conditions to a private contractor. There was a stipulation in the contractor to employ minimum number of workmen. Workmen had put in more than 240 days in a calendar year and worked for several years. Labour Court ordered their reinstatement with continuity of services when contractor had terminated their services. Hon'ble High Court also held that there existed relationship of employer and employee between the Electricity Board and the workmen and upheld the award of the Labour Court. Hon'ble Apex Court also upheld the judgement of the High Court and observed that maintenance work in the plant is not seasonal in nature and overall control of contract labour, including administrative control rested with the Electricity Board. Neither the contractor was licenced nor Electricity Board was registered as principal employer. Therefore, so called contract system was merely a camouflage, bogus and a smoke screen. In the case in hand also, as observed above, admittedly there is no evidence on record to show that the management was duly registered nor there is any evidence worth the name that the so called contractor was duly licenced under the law. Work in the case in hand is also not of seasonal nature and most of the workmen are doing this work regularly for the last several years. Same cannot be termed to be seasonal or temporary work.

19. Now coming to the factual matrix of the present case, this Tribunal is required to apply the ratio of the rulings discussed above on the touchstone of legal principles delineated in the above authorities. Case of the claimants herein is that they have been working from the year 1986 to 89 till their termination with effect from 15.12.1998. During the course of arguments, it was not denied that work of sweeping and cleaning is of perennial or permanent nature and the same was given by the management on paper to different contractors. It is not out of place to mention here that under Section 7 of the CLRA Act, every principal employer is required to get registered its establishment in accordance with the procedure contained in the said Act. There is a prescribed format for this and principal employer of the establishment is finally to be issued certificate of registration containing necessary formalities. Finally, contravention of Section 7 is also an offence under the law. Section 10 deals with the prohibition of employment of contract labor and

under Section 12, it is clearly provided that no contractor shall undertake or execute any work through contract labour without obtaining necessary licence issued by the Licence Officer in this behalf. Licence, in fact, contains necessary conditions, including working hours, nature of work, place of work etc. and the appropriate Government also imposes other conditions upon the contractor for the welfare of the workman. It is necessary condition for obtaining certificate of registration under Section 7 of the CLRA Act and licence by the contractor are mandatory before award of any work to the contractor. Licence issued to the contractor is prima facie proof that the contractors can engage contract labour for the purpose mentioned in the said contract. In the case in hand, unfortunately no pain has been taken by the management to specifically mention name of the contractor engaged by the management, year-wise, so as to perform the work of sweeping and cleaning etc. Examination of the contractor was even otherwise necessary so as to ascertain as to who was exercising supervisory or effective control over the performance of work by the workmen who were admittedly working in the premises of the management. Affidavits Ex.WW1/A to Ex.WW5/A filed by the claimants show that averments contained in the affidavit are in consonance with the stand taken in the statement of claim. They have deposed in their cross examination that they were never asked to submit any documents for registration. However, their medical examination was got done and workmen were told that she would receive letter of regularization from the management. Ms. Rajammal deposed that her last drawn wages was Rs. 3700.00 per month. She has admitted that no letter of appointment was issued to her at the time of her initial appointment. However, she has clearly denied that she was not an employee of the management. She has also made reference to her pass Ex.WW1/1 and Ex.WW1/2. Bare perusal of WW1 would show that she was issued pass by government of India, Bureau of Civil Aviation Security and was valid from April 1998 to 19.08.1998 and Head of Organization is shown as International Airport which shows that she was working in the premises of the management. There is also mention of specific area. Similarly in Ex.WW1/2 there is mention of period 13.10.1996 to 16.10.1995. Ex.WW1/1 shows that even during the year 1996, Ms. Rajammal was in the employment and was doing work for the management. Ex.WW1/3, pass of Rajammal shows that she was doing the work of sweeping International Airport Terminal No.II and the same has been issued by the Deputy Commissioner of IGIA authority. Similarly perusal of Ex.WW1/4 shows that case of the workman was espoused through their union and matter was discussed at length. Even Ms. Kangam WW2 was in the employment since 1989 and she was kept on the job by contractor Rathore and worked under him for 3-4 years and she has not specifically mentioned as to when she directly came in employment of the management. However, she has clarified that she worked for about 2 years from 14.12.1998. She has further clarified that the management has engaged her through contractor and that she was not paid any salary nor issued any notice at the time of her termination. Smt. Kangam has proved her affidavit as Ex.WW2/A and stated that she was engaged through contractor since 1989 and she was working with the management in the year 1996 and her services were not regularized. Her pass is Ex.WW2/2. Smt. Mariammal has been examined as WW3 and her affidavits are Ex.WW3/A and Ex.WW3/B. She has tried to support the averments contained in her affidavit. She has worked with the contractor till 14.12.1996. She has denied material suggestion that she was not identified by the supervisor of the committee. Her pass is Ex.WW3/1. Similarly, Shri Rajender Singh was examined as WW4 and his additional affidavit is Ex.WW4/B. He clarified that his name in school leaving certificate is mentioned as Rajinder Singh. Perusal of School leaving certificate Ex.WW4/1 shows that his name is mentioned as Rajinder Singh, S/o Shri Mewa Lal. Thus, it does not lie in the mouth of the management to say that Shri Rajinder Kumar is different person from Rajinder Singh. It is matter of common knowledge that semi literate persons sometimes do not get their name registered as per their matriculation certificate but get their name registered with the name as they are commonly called. Shri Ranjit Singh is WW5. He has clearly deposed that he was in the employment of the management since 02.02.1995 and in compliance of the order of the Hon'ble Apex Court, he was taken care of by the management and he was an employee of the contractor at that time. He has also made reference to the Scrutiny committee His middle class certificate Ex.WW5/2 mentions his name as Shri Ranjit. Hence, there is no merit in the contention of the management that the claimants herein were not in fact doing any job at IGIS or were not in the employment prior to 1996 when judgement in Airport Authority of India case (supra) was rendered by the Hon'ble Apex Court.

20. Statement of Shri Girish Kumar is almost on similar lines as has been taken in the statement of defence. His affidavit is Ex.MW1/A. In his cross examination, he has clarified that the words 'taken under care' in his affidavit means that the workmen were taken under care through contractor. He has made reference to the lumpsum honorarium through contractor. He has denied that after the judgement of the Hon'ble Apex Court on 06.12.1996, management removed the contractor from the scene. He has denied the suggestion that the claimants remained directly in their service on 14.12.1996. In his subsequent cross examination, he has clarified that the claimants were employees of some company and not of the management and prior to 01.02.1997 there were contract workers. He was specifically posed with the question by this court regarding production of the contract agreement entered into between the management and the contractor. He has clarified in his subsequent cross examination dated 10.04.2013 that contract agreement between the management and the contractor is not traceable and hence the same could not be produced. He was not in a position to say as to how many contract were awarded from time to time as contractors used to be changed from time to time. He was not even able to tell whether contractors used to supply list of the workers working with the said contractors. He has also given strange reply that the management was not obliged to ask the contractor as to who were

their employees on 06.12.1996, as such no record was obtained from him. In this regard, it is appropriate to refer to the provisions of Chapter VI of Contract Labour Regulation and Abolition (Central) Rules 1971 which deals with the payment of wages to the workers and precaution to be taken both by the contractor as well as by the management. Rule 7 specifically provides that wage shall be paid to the workmen without deduction of any kind, except those specified by the Central Government in its special order. Rule 77 requires that the principal employer shall ensure presence of their authorized representative on the at the time of disbursal of wage by the contractor to the workmen and it shall be the duty of the contractor to ensure disbursement of wages in the presence of such authorized representative. The authorized representative, as per rule 77 is also required to append his signatures on the said certificate. . Principal employer is also obliged to maintain register in respect of each establishment and contractor is also required to maintain register in respect of the workmen employed in such establishment. Copy of the list of workers so employed is also required to be submitted to the principal employer by the contractor and after payment of wages, copy thereof is required to be submitted to the principal employer so as to ensure payment of wages in accordance with law. In the case in hand, as is evident from the cross-examination of Shri Girish Kumar, nothing of this sort has been done and same has dealt a crippling blow to the welfare provisions contained in the CLRA rules made there-under. Moreover, non-examination of the contractor as well as non-production of various contract agreements also shows that the management has intentionally concealed something from this court so as to harm the case of the claimants. This Tribunal has to draw adverse inference against the management for non-production of these material documents as proof of the same is required under the law. It is further clear that the so called contractors who have been mentioned in the evidence by the management in the pleadings as well as evidence were simply name lenders as they were not having any kind of supervisory or administrative control over the workmen who were admittedly rendering services in the premises of the management.

21. During the course of arguments learned A/R for the claimant fairly conceded that Shri Rajinder Kumar alias Rajinder Singh has since expired during pendency of reference and he did not take appropriate steps for bringing on record legal heirs of the deceased claimant as nobody turned up on his behalf to pursue the matter. Though Shri Santosh filed affidavit, but he did not turn up thereafter so as to support the averments contained in his affidavit. As such, no relief can be granted to both these claimants.

22. So far as claimants Ms.Mariamammal, Ms.Rajammal, Ms.Kangam and Shri Ranjit Kumar is concerned, as discussed above, they have appeared before this Tribunal for supporting the averments made in the statement of claim. Termination of these claimants from services is apparently in violation of Section 25 F of the Act, which requires that one months notice or pay in lieu thereof has been paid to the claimants before their termination. Admittedly, no such notice was issued nor one month's pay in lieu thereof was given to the claimant. This clearly shows that the management has committed gross violation of provisions of Section 25-F of the Act, which clearly provides that even services of workmen who are employed on daily basis and has worked for more than 240 days in a calendar year or for 12 months cannot be terminated or retrenched unless workmen has been given one month's notice in writing, indicating reasons for such retrenchment or the workman has been paid salary of one month in lieu of such notice. There is a long line of decisions of the Hon'ble High Courts as well as Hon'ble Apex Court that violation of the above provisions would render action of the management to be illegal and void under the law. This view has been reiterated in the case of Ajay Pal vs Haryana Warehousing Corporation (AIR (2015) Lab.IC 3765). Hon'ble Apex Court in the case of Umrula Gram Parishad Vs. The Secretary, Municipal Employees Union And Ors. (2015) Lab.IC 3765 also dealt with provisions of Section 25-t read with section 2 (ra) of the Act, in case of safai kaamdaar employed by the Parishad. The work which was being done by daily kaamdaar was the same as those of the regular workmen. There was disparity in payment of wages between permanent and contract workmen. Same was held to be unfair labour practice and plea of the Parishad that their financial position was not strong so as to pay salary equal to that of the permanent workman was rejected. Hon'ble Apex Court ordered to treat the services of such workmen permanent and pay them regular pay scale which was being paid to the permanent safai kaamdars.

23. Reference in the present case is regarding regularization of service of the claimants and not to the effect whether termination of the claimants by the management is illegal or unjustified. Though reference should have been to the effect whether services of the claimants herein were wrongly and illegally terminated or whether they can be reinstated in service with back wages but the Government has only made reference for regularization of the claimants herein, which clearly shows that the claimants are to be treated in the employment of the management. Even otherwise, as discussed above, action of the management on the face of it is unfair and unjustified. This Tribunal is legally empowered to give findings on the incidental issues connected with the main reference in terms of section (4) of Section 10 of the Act. Accordingly, it is held that termination of the four claimants, i.e. Ms.Mariamammal, Ms.R. Rajammal, Ms.Kangam and Shri Ranjit Kumar is unfair and unjustified and they are liable to be reinstated with back wages and their case for regularization is liable to be considered in terms of policy, if any in operation. An award is, accordingly, passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated : April 10, 2017

A. C. DOGRA, Presiding Officer

नई दिल्ली, 20 अप्रैल, 2017

का.आ. 1115.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स सेल, राउरकेला इस्पात संयंत्र के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 84/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13.04.2017 को प्राप्त हुआ था।

[सं. एल-29011/24/2012-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 20th April, 2017

S.O. 1115.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 84/2012) of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. SAIL, Rourkela Steel Plant and their workman, which was received by the Central Government on 13.04.2017.

[No. L-29011/24/2012-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

Present:

Shri B.C. Rath,
Presiding Officer, C.G.I.T.-cum-Labour
Court, Bhubaneswar

INDUSTRIAL DISPUTE CASE NO. 84/2012

Date of Passing Award – 8th March, 2017

Between:

The Chief Executive Officer,
SAIL, Rourkela Steel Plant,
Rourkela, Dist. Sundargarh

...1st Party-Management

(And)

The Deputy General Secretary,
Rourkela Mazdoor Sabha,
Bisra Road, Rourkela – 769 001,
Dist. Sundargarh

...2nd Party-Union

Appearances:

Shri P.K. Nayak, Authorized Representative	...	For the 1 st Party-Management
Shri R.C. Mahanta	...	For the 2 nd Party-Union.

AWARD

The Central Government in the Ministry of Labour in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 have referred the reference vide its letter No. 29011/24/2012 – IR(M), dated 24.09.2012 for adjudication of the following dispute namely:-

Whether the demand of the Union from the management of SAIL, Rourkela Steel Plant to correct the anomaly and to give pay protection to Shri R.C. Mohanta at par with Shri J. Pattnaik is legal and justified? What relief the workman is entitled to?"

2. Facts giving rise to the above reference are as follows:-

The disputant workman Shri R.C. Mahanta joined in the 1st Party-Management on 15.10.1977 in the cadre of S-4 Grade and reported to his duty in the department of research and control laboratory of the Management. He was promoted to S-5 Grade on 15.10.1979 in the said department and thereafter he was posted in the fertilizer plant and joined there as Grade-1 Operator in same cadre on 9.5.1989. One Shri J. Pattnaik also joined in the fertilizer plant on 17.05.1980 in the cadre of S-5 Grade and both of them were in the same channel of promotion/line of promotion. Both of them were promoted from S-5 Grade to S-6, S-7, S-8, S-9 and S-10 Grade on the same day, whereas their annual increments fell on 1st January and 1st July respectively. The basic pay of Shri Mahanta and Shri Pattnaik were fixed at Rs. 10,000/- and Rs. 9,800/- respectively on their promotion to S-10 cadre on 30.06.2003. The Management introduced a new scheme of increment on the basis of percentage of basic pay with effect from 01.04.2005 by its circular dated 22.3.2007. Accordingly pay of Shri Mahanta was fixed at Rs. 10,557/- and that of Shri Pattnaik was fixed at Rs. 10,350/- on 01.04.2005 under the new scheme. Since Shri Pattnaik was allowed to draw his annual increment with effect from 01.07.2005 his basic pay rose to Rs. 10,712/- on that day but, the basic pay of Shri Mahanta remained same i.e. Rs. 10,557/- till he was allowed to draw his annual increment on next January. There is also no serious dispute to the fact that the disputant workman was transferred from Fertilizer Plant to Research Control Laboratory on 09.03.2004 in the same cadre S-10, whereas Shri Pattnaik continued in the Fertilizer Plant and both the departments are having separate channel of promotion/line of promotion as on 01.07.2005.

3. It is the claim of the disputant workman that the Management issued a circular on 16.04.2008 whereby it has been stipulated and clarified that if any anomaly arises in fixation of pays due to implementation of percentage system in the rate of increment, the pay of the senior would be stepped up to the pay that of the junior provided; (a) the affected employee is senior, (b) has the same line/channel of promotion, (c) also the senior person in the lower grade had been drawing higher or equal basic pay, (d) the date of increment of the senior employee in the lower grade of pay was either the same or earlier than that of the junior employee. It has been further stipulated in the said circular that on levelling of the pay there would be no change in the date of increment of the employee. Keeping in view the above circular the disputant workman is stated to have made a representation to his higher authority for giving him pay protection against that of Shri Pattnaik. But his request was turned down on a plea that the provision of stepping-up of pay is not applicable to his case. Hence, he raised a dispute through the Union giving rise to the present reference and a prayer has been made in his statement of claim for stepping up his basic pay to the tune of Rs. 10712/- with effect from 01.07.2005 which is the basic pay of his junior Shri Pattnaik on that day and to allow him to draw his annual increment as on usual date of his increment.

4. The Management has resisted the claim taking a stand that the circular dated 16.04.2008 is not applicable to the case of the disputant workman since he and Shri Pattnaik were posted in different wings of the Management on 01.07.2005 and as such they were not in the same line of promotion/channel of promotion. It is the case of the Management that the disputant workman was transferred and posted to Research Control Laboratory on 9.3.2004 without any reservation/protest by him. Shri Pattnaik was subsequently transferred from Fertilizer Plant to Oxygen Plant on 19.10.2006 which has a separate channel/line of promotion than that of Shri Mahanta. According to the Management the scheme of increment on the basis of percentage system was introduced with retrospective effect from 01.04.2005 by the circular dated 22.3.2007 for all non-executive employees of SAIL. Clarifications were issued on 27.7.2007 and 16.4.2008 on pay fixations when there arises anomaly in pay fixation of a senior to that of a junior. As per circular dated 16.4.2008 the pay of the senior is to be stepped up to that of the junior in the event of the junior drawing higher pay than the senior provided; both of them are in same channel/line of promotion. Since Shri Mahanta and Shri Pattnaik were posted in different departments of the Management having separate channel/line of promotion on 1.4.2005, the pay of Shri Mahanta cannot be stepped up and equated to the pay of Shri Pattnaik with effect from 01.07.2005. As such, the claim of Shri Mahanta has no merit and the reference is to be answered against him.

5. On the aforesaid pleadings of the parties following issues have been settled as per the terms of reference for adjudication of the dispute.

ISSUES

1. Whether the demand of the Union from the management of SAIL, Rourkela Steel Plant to correct the anomalies and to give pay protection to Shri R.C. Mahanta at par with Shri J. Pattnaik is legal and justified?
2. What relief the workman is entitled to?

6. Both the parties have adduced oral evidence in support of their respective stand and relied upon the same set of circulars issued by the Management. That part documents like copies of comparative statement of basic pay in respect of the workman and Shri J. Pattnaik, anomaly statement of the 2nd party, letters/orders dated 31.12.1986 to 21.7.2011 issued by the Management and details of arrear payment from April, 2005 to February, 2007 of the workman have been exhibited on behalf of the disputant workman and marked Ext.- 1 to Ext.- 19 whereas, the Management has relied

upon the documents like some letters/representations from dated 9.3.2004 to 21.7.2011 marked Ext.- A to Ext.- K to refute the claim of the disputant workman.

7. As it appears from the pleadings and evidence of the parties that there is no serious dispute to the fact that Shri Mahanta joined in the Management earlier to Shri Pattnaik and being senior to him he was drawing higher basic pay than that of Shri Pattnaik till 01.07.2005. A scheme of percentage system of rate of increment was introduced with retrospective effect from 01.04.2005 by the circular dated 22.03.2007 of the Management. It is also not in dispute that by the time of introduction of the new increment scheme both the employees were transferred and posted in different wings/departments of the Management and as such they were having separate channel/line of promotion. As per the circulars more particularly the circular dated 16.4.2008 the date of increment of employees were not affected and accordingly the date of increment of Shri Mahanta was 1st January whereas that of Shri Pattnaik was 1st July. It is also emerging from the contentions advanced by the parties that both of them were having same channel/line of promotion on account of they being in Fertilizer Plant till they got promotion to the grade of S-10 cadre. Therefore, had both of them continued in one wing of the Management i.e. in the Fertilizer Plant, the basic pay of Shri Mahanta would have been fixed at Rs. 10,557/- and the basic of pay of Shri Pattnaik would have been fixed at Rs. 10,350/- as on 01.04.2005 due to introduction of new Scheme of annual increment. As the date of annual of increment of Shri Pattnaik fell on 01.07.2005, the pay of Shri Pattnaik was increased to Rs. 10,712/- on that day by virtue of annual increment, whereas the pay of Shri Mahanta remained at Rs. 10,557/- till he got his annual increment on January next. In order to avoid such anomaly and to protect the interest of seniors, the provision of stepping up of basic pay of senior to that of junior is usually given effect by the employer and there is no serious contention from either side that the circular dated 16.4.2008 has been issued to avoid such type of anomaly in fixation of basic pay of senior and junior. Had both of them continued their service in the Fertilizer Plant, the basic pay of Shri Mahanta could have been stepped up and equated to the basic of Shri Pattnaik on 01.07.2005 pursuant to the circular dated 16.4.2008 so that Shri Mahanta should not draw lower pay than Shri Pattnaik, who is junior to him in the cadre.

8. The Management is not prepared to adopt/apply the circular taking a plea that both of them being in separate departments which have separate line/channel of promotion and Shri Mahanta cannot avail the benefit of the circular due to the stipulation that the senior must have the same line/channel of promotion to that of the junior. Indisputedly the circular requires that stepping up pay of seniors to that of juniors is permissible subject to the satisfaction of the stipulations as provided in the circular. One of the stipulations is that both of them should be in the same channel/line of promotion. But, it cannot be over-sighted that as per the service jurisprudence the condition or stipulation if any in the circular has to be construed and interpreted liberally keeping in view the financial benefit of an employee. Usually in the matter of increment or promotion the employee is always expected to derive financial advantage and as such his pay fixation should be made accordingly giving him financial advantage. Such circular or guideline shall not be interpreted/applied in detrimental to the employee. In that view of the matter there would be no unanimity that the stipulation “the same line/channel of promotion” has been incorporated keeping in view the fact that workmen or employees working in different departments of the Management have different promotional scope/avenues. By virtue of such different promotional avenues in different departments a junior employee of a particular department can be entitled to higher basic pay than that of his senior working in different department by virtue of his earlier promotion in his department and in that circumstance the senior working in other department cannot claim his pay shall be fixed to that of his junior in pursuant to the above circular dated 16.4.2008. However, in the case at hand the basic pay of Shri Pattnaik on 01.07.2005 is not in the higher side due to his earlier promotion on account of he being in separate line/channel of promotion than that of Shri Mahanta. Rather, both of them reached to grade-S-10 cadre having been posted in the same wings/department i.e. Fertilizer Plant after availing the same line/channel of promotion. Admittedly, the basic pay of Shri Pattnaik became higher than that of Shri Mahanta in the same cadre when they were transferred and posted in different wings/department, which have separate line/channel of promotion. But, it cannot be over-looked that both of them inherited their basic pay in grade S-10 cadre from the same department though the basic pay of Shri Pattnaik became higher than that of Shri Mahanta on 01.07.2005 due to grant of annual increment in favour of Shri Pattnaik. He reached to that scale due to getting earlier increment than that of Shri Mahanta after pay fixation under the new Scheme. As per the principles of equity and natural justice the stipulation “the same line/channel of promotion” shall not be interpreted or construed in its literal meaning in the case at hand. The same should have been interpreted and the circular dated 16.4.2008 should have been applied in the case of Shri Mahanta to step up his pay taking into consideration that both of them reached to the anomaly in their basic pay being in same line/channel of promotion. It appears that the Management has rejected the claim of the disputant workman taking literal meaning of the stipulation as both of them were in different wings which have different channel of promotion when Shri Mahanta requested to step up his pay. On the other hand the Management should have taken into consideration the source i.e. the channel/line of promotion from which they reached to their basic pay on 01.07.2005 instead of taking their postings on 01.07.2005. Hence, action of the Management refusing the stepping up pay of Shri Mahanta to that of Shri Pattnaik on 01.07.2005 is apparently wrong and unjustified in the present situation. Hence the contention advanced by the Management is not acceptable.

9. For the reasons mentioned above, the disputant workman Shri R.C. Mahanta is entitled to get pay protection to that of his junior Shri J. Pattnaik with effect from 01.07.2005 only in the cadre of S-10 grade with his usual annual increment on 1st January.

10. The reference is answered accordingly.

Dictated & Corrected by me.

B. C. RATH, Presiding Officer

नई दिल्ली, 24 अप्रैल, 2017

का.आ. 1116.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ सं. 32/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24.04.2017 को प्राप्त हुआ था।

[सं. एल-12012/25/2015-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 24th April, 2017

S.O. 1116.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 32/2015) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the management of State Bank of Bank and their workmen, received by the Central Government on 24.04.2017.

[No. L-12012/25/2015-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Tuesday, the 4th April, 2017

Present : K.P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 32/2015

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of State Bank of India and their workman)

BETWEEN :

Sri M. Swaminathan : 1st Party/Petitioner

AND

The Deputy General Manager : 2nd Party/Respondent
State Bank of India
Chennai Zone-I, NW-1, Zonal Office
Rajaji Salai
Chennai-600001

Appearance :

For the 1st Party/Petitioner : M/s. K. M. Ramesh, Advocates

For the 2nd Party/Management : Sri S. Ravindran, Shri S. Bazeer Ahamad, Advocates

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-12012/25/2015-(IR (B-I) dated 09.03.2015 referred the following Industrial Dispute to this Tribunal for adjudication.

The Schedule mentioned in that order is:

“Whether the action of the management of State Bank of India, Chennai regarding the termination of the service of the petitioner, M. Swaminathan is justified or not? If not, to what relief the petitioner is entitled?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 32/2015 and issued notices to both sides. Both parties have entered appearance through their counsel and filed their claim and counter statement respectively. The petitioner has filed Rejoinder after the Counter Statement was filed.

3. The averments in the Claim Statement filed by the petitioner in brief are these:

During the period from 05.06.2004 to 30.09.2010 the petitioner was working as Special Assistant at Melsanakuppam Branch. He was transferred to Perambur Branch in 2010 as Senior Special Assistant. He was discharging his duties faithfully and efficiently. While working at Perambur Branch the petitioner was placed under suspension by letter dated 27.08.2011. The petitioner was served with a Charge Sheet dated 14.02.2012 alleging various lapses on his part. Subsequently, an amended Memorandum of Charge was served on him. The petitioner submitted a representation to the Disciplinary Authority requesting to provide the names of witnesses and list of documents to be relied upon by the Management. Rather than providing these details the petitioner was informed that an Enquiry Officer had been appointed to enquire into the charges against the petitioner. Though the petitioner appeared before the Enquiry Officer he was not provided with the copies of documents relied upon by the Management. On 10.03.2012 the petitioner requested the Enquiry Officer to postpone the enquiry till reply is received from the Disciplinary Authority. However, the Enquiry Officer decided to conduct the enquiry ex-parte even when the petitioner was present at the enquiry and participated in the proceedings. The enquiry was conducted in total violation of principles of natural justice, equity and fairness. It was also against the rules relating to departmental enquiry. On the basis of the report of the enquiry the Disciplinary Authority dismissed the petitioner from service on 28.03.2012. The action of the Disciplinary Authority was mechanical, without applying his mind. The petitioner acted in good faith and without any mala fide intention as per the instruction of the superior officer. The petitioner was not imparted proper training to ensure purity of gold ornaments. An appraiser was arranged by the Branch Manager for examining the purity. The Branch Manager had himself ascertained the quality and quantity of the gold ornaments and sanctioned the loans in question in spite of the fact that the checking of purity of gold falls within the purview of the duties of Special Assistant. On 23.06.2011 the Branch Manager of Melsanakuppam Branch had preferred a complaint stating that he suspected purity of gold ornaments pledged with the Bank. A check was made with the assistance of Professional Gold Appraiser and jewels pledged in respect of 26 out of 84 agricultural loans were found spurious. On enquiry it was revealed that two account holders had confessed about their involvement in the fraud and had agreed to repay the amount when the fraud came to light. Several account holders had closed their accounts. In the complaint made there is no mention of the involvement of the petitioner in committing fraud. The action of the Respondent in dismissing the petitioner from service is illegal and unjustified. The petitioner was dismissed from service on 28.03.2012 when he was due for retirement on 31.03.2012. The petitioner is entitled to full salary from the date of suspension from service and for settlement of all his terminal benefits and pensionary benefits. An Award may be passed accordingly.

4. The Respondent has filed Counter Statement contending as below:

The petitioner had 32 years of experience on the eve of the incident. On 25.02.2012 a charge sheet was issued to the petitioner for his failure to follow the systems and procedures prescribed in respect of appraisal and disbursement of gold loans during the period from 15.06.2004 to 30.09.2010 resulting in fraud being committed in the branch. An Enquiry Officer was appointed to enquire into the charges against the petitioner. The petitioner was not present on the date when the enquiry was started. The enquiry was postponed. But on the postponed date the petitioner sought adjournment and the case was again reposted. When he sought adjournment on the next posting date also this was refused by the Enquiry Officer and the petitioner was set ex-parte and enquiry was concluded. The Enquiry Officer found that out of the 8 charges 5 charges are proved and 2 not proved and one charge was found to be true. After personal hearing the petitioner was dismissed from service by order dated 28.03.2012. The domestic enquiry against the petitioner has been conducted in a fair and proper manner. If the enquiry is found vitiated the Respondent may be permitted to lead evidence on the merits of the case. The petitioner is not entitled to any relief.

5. The petitioner has filed rejoinder denying the allegations in the Counter Statement and also reiterating his case in the Claim Statement.

6. In view of the contentions raised by the petitioner that domestic enquiry was not conducted in accordance with the principles of natural justice, the issue was heard and a preliminary finding was entered. This Tribunal has accepted the case of the petitioner that the enquiry was not conducted in accordance with the principles of natural justice. In view of this finding the Respondent has let in evidence to prove the charges leveled against the petitioner as per the charge memo issued to the petitioner. The petitioner has given a rebuttal evidence examining himself.

7. The evidence in the case consists of oral evidence of WW1 and MW1 and documents marked as Ext.M1 to Ext.M108.

8. The points for consideration are:

- (i) Whether the action of the Respondent in terminating the petitioner from service is justified?
- (ii) What if any is the relief to which the petitioner is entitled?

The Points

9. The petitioner had joined the service of the Respondent Bank in the year 1979. He had been working as Special Assistant at Melsanakuppam Branch during the period from 05.06.2004 to 30.09. 2010. After he was transferred to Perambur Branch as Senior Special Assistant the then Branch Manager of Melsanakuppam Branch had suspicion about the purity of the gold ornaments pledged with the Bank for availing agricultural gold loans. So he preferred a complaint before the Superintendent of Police on 23.06.2011. Subsequently, a Professional Gold Appraiser was engaged to examine the purity of the jewels and jewels pledged for 77 gold loans were found spurious. According to the Respondent the petitioner as Special Assistant was duty bound to examine the purity of the gold ornaments and also do certain other connected things. The petitioner was placed under suspension and a memorandum of charges was served on him alleging 8 lapses on his part as detailed below:

He did not exercise due diligence and care in observing the due systems and procedures prescribed by the Bank in respect of Agricultural Gold Loans. The following are the lapses against the employee:

- (i) *He did not verify the address and identity of the gold loan borrowers, in respect of 77 Gold Loans (Details given in the Annexure A)*
- (ii) *He did not verify and satisfy about the purity of the gold ornaments pledged for in respect of each of the 77 gold loans before recommending them for sanction. (List of Accounts in Annexure B). the gold ornaments in respect of each of the 77 said gold loans are found to be spurious as tested and certified by an approved appraiser.*
- (iii) *In all the 77 Agricultural Gold Loans, he did not verify and ensure that the loan amount arrived at for the weight of the gold ornaments pledged, is well within the eligible amount of loan arrived at based on the extent of acreage under cultivation, nature of crop and the applicable scale of finance.*
- (iv) *When he is not authorized to sanction gold loans, he has sanctioned two Agricultural Gold Loans (A/c Nos. 30653794632 and 30700190819) and thereby violated the Bank's instructions (Annexure-C)*
- (v) *He failed to roll over simultaneously while closing the existing loan (closure done on the next day only) resulting in loans being without security for one day which is against the interest of the Bank. (List of Accounts furnished in Annexure B)*
- (vi) *He did not make entries and maintain "In and Out Register" as per laid instructions.*
- (vii) *He put through vouchers in the CBS system without authorization of the Branch Head.*
- (viii) *By the above acts of omission and commission, the Bank is likely to incur an estimated loss of Rs. 48.08 lacs.*

10. MW1 has given evidence with reference to the documents produced to prove the charges against the petitioner. In the Proof Affidavit filed MW1 has stated that the petitioner who was working as Special Assistant was to obtain KYC documents which provides for Photo ID proof and address to be given by the persons who wants to avail loan. The petitioner is stated to have failed in complying with this procedure. In respect of 77 jewel loans he did not obtain KYC declaration forms from the customers. He did not verify the address and identity of the persons with core-banking solution. MW1 has referred to Ext.M3 providing for the responsibilities of the Special Assistant who is dealing with the loan applications in respect of KYC. Ext.M5 to Ext.M10 would show that there is discrepancy in the address given by the loan applicants when compared to core-banking solutions. Ext.M3-Circular, Annexure-A(i) refers to the duties to be entrusted to Senior Special Assistants. It states that for opening all types of accounts including loans Senior Special Assistants would be responsible for completion of KYC formalities, authorization of details of account in the system and authorization in the account opening form. Ext.M5 to Ext.M10 are gold loan applications of the applicants involved in the incident. It could be seen from the perusal of these that KYC norms were not complied with when compared to core-banking solutions.

11. The very admission made by the petitioner during his examination would show that he did not comply with the procedure even though he was bound to as per the circular. In his Proof Affidavit it is stated that instructions relating to KYC norms were followed by him, in effect admitting that he was the one dealing with the loan applications in question and also admitted that he was bound to follow the norms. Then he had continue to state that in order to cope up with the desire of the Branch Manager to achieve business target he has acted in good faith and has discharged the duties as per the instructions of the Branch Manager. Then he has tried to put the responsibility on the Branch Manager

stating that the Branch Manager had carried out mandatory scrutiny of all the loan applications and had kept a certificate. In effect he has been stating that even if non-compliance of KYC norms is found the Manager is responsible for the same. However, as per the circular it is entirely upon the Special Assistant to comply with the KYC norms. The petitioner cannot escape from the liability of non-compliance of the KYC norms.

12. As per the second charge the petitioner did not verify and get satisfied about the purity of the gold ornaments pledged for in respect of each of the 77 gold loans before recommending them for sanction. The ornaments pledged in respect of the gold loans were found to be spurious on testing done by an approved appraiser. MW1 has stated in his proof affidavit that the petitioner who was bound to test the purity of the gold ornaments have not done so. According to MW1 the petitioner was to ensure that the ornaments were tested by him using the testing materials provided in the branch or he should have sought the assistance of the bank approved appraiser and obtain a certificate from him on the purity of gold pledged. The petitioner had not examined purity of the gold ornaments that have come before him during the period from 05.06.2004 to 30.09.2010 in respect of the 77 gold jewel loan applications. The case of the petitioner in the proof affidavit submitted by him is that the branches should get the gold ornaments checked by a Gold Adviser for its quality and purity in the case of gold loans above Rs. 50,000/-. He has further stated that as the request for gold loans exceeded Rs. 50,000/- the Branch Manager had engaged the services of a third person. According to the petitioner, in view of the urge of the Branch Manager to increase the loan portfolio he was totally divested of his duty to test the purity of the gold ornaments by the Branch Manager and yet he was instructed to sign the challans and he has done so. Thus it could be seen from the Proof Affidavit itself that the petitioner is impliedly admitting the fact that it is his duty to test the purity of the gold ornaments. MW1 has stated in the Proof Affidavit regarding the duty of the petitioner as Senior Special Assistant to obtain KYC and also his duty to ensure that the gold ornaments are tested by him using the testing materials provided in the branch. The petitioner has admitted during his cross-examination that this statement made in the Proof Affidavit of MW1 is correct. There is also Ext.M1, the Master Circular regarding agricultural gold loans referring to the duty of the Special Assistant regarding gold loans under the heading Purity of Gold. Clause-10 of the Circular states that the Branch Cash Officer (Special Assistant/Senior Assistant In-charge of Cash) is responsible for ensuring genuineness and purity of gold ornaments. The subsequent sub-clauses refer to the methods to be used for ensuring the genuineness and purity of ornaments. It has been admitted by the petitioner during his cross-examination that there is apparatus in the branch for verifying the purity of gold. He specifically admitted that he did not verify the purity of the 77 jewels involved in the 77 jewel loan applications personally. Thus it could be seen that the petitioner has been shirking away from his responsibility of testing the purity of gold involved in the loan applications that came before him. This has happened for a long period i.e. from 05.06.2004 to 30.09.2010.

13. Ext.M11 to Ext.M37 are the appraisal certificates issued to the Bank by the Approved Appraiser and Valuer of the Bank declaring that the ornaments involved in the 77 loan applications were spurious. There is no case for the petitioner that these are not certificates properly issued. There is also no case that these are not certificates issued after appraising the jewels involved in the loans in question. In his Proof Affidavit the petitioner has impliedly admitted the case of the Respondent that the ornaments involved in the concerned loans were found spurious. He has stated in his affidavit that the appraiser had issued certificates in respect of certain loans which were closed also. MW1 has stated in his Chief Affidavit that at the time when the charge sheet was issued 67 loanees had not paid any amount towards the jewel loans availed by them and the Bank was thus exposed to loss of more than Rs. 45.00 lakhs in respect of 66 loan accounts. Thus the second charge against the petitioner also is proved.

14. The Third Charge is that the petitioner did not verify and ensure that the loan amount arrived at for the weight of the gold ornaments pledged is within the eligible amount of loan arrived at based on the extent of the acreage under cultivation, nature of crop and the applicable scale of finance. However, the Respondent has not adduced any evidence regarding this charge. No documents are produced pertaining to this also. So this charge is not established.

15. The Fourth Charge is that the petitioner though not authorized to sanction gold loans has sanctioned two agricultural gold loans and violated the Bank's instructions. The petitioner has stated in his affidavit that he did not sanction gold loans. According to him the Branch Manager had sanctioned the loans and instructed him to sign as if he sanctioned loan. According to MW1 agricultural gold loans can be sanctioned only by the officials of Junior Management Grade-I and above. The petitioner who is a Senior Special Assistant has not been vested with powers of sanctioning loans. It is very clear from the Proof Affidavit of the petitioner himself that he had signed loan applications sanctioning them, though according to him it was at the instance of the Branch Manager. The petitioner has admitted that Ext.M43 and Ext.M45 loan applications contain his initial with endorsement "*Sanctioned Agricultural Gold Loan with a limit of Rs. 30,000/-*". Thus it is apparent that these loans were sanctioned by him. The duties of the Senior Special Assistant as stated in Ext.M3 does not give any power to sanction loans. Ext.M45 states that only the Branch Managers have the discretion to exercise powers for conversion of crop loans into term loans, etc. Even the Managers of the Division or Rural Development Managers are not to exercise these powers. Thus it could be seen that by sanctioning the two loans, the petitioner has acted beyond his authority, against the instructions given by the Bank in this respect.

16. The Fifth Charge is that the petitioner failed to rollover simultaneously by closing the existing loans resulting in loans being without security for one day. MW1 had explained in his affidavit that when a customer is having an existing loan amount he is not entitled to another loan on the very same loan ornaments pledged by him to the Bank. The customer can obtain a new loan only after closing the old loan account. On 16.09.2010 the petitioner seems to have processed 7 jewel loans resulting in two loans having been given on the same day in respect of one jewel which was also found to be spurious later. However, the allegation now made in the Proof Affidavit seems to be different from the charge that is made against the petitioner.

17. The Respondent has not adduced any evidence regarding the Sixth Charge that the petitioner failed to make entries and maintain in and out register as per laid down instructions.

18. The Seventh Charge is that the petitioner had put through vouchers in the CBS System without authorization of the Branch Head. As could be seen from the evidence given by MW1 the petitioner has signed in the space for signature of the authorized official when the Branch Manager had not authorized the vouchers for posting in CBS. This could be seen from Ext.M79 to Ext.M86.

19. Thus it could be seen that the main and greivous charges against the petitioner that he failed to verify the KYC norms and also did not test the purity of the gold involved in 77 agricultural gold loans are proved beyond doubt. This has resulted in the Bank having been exposed to a loss of more than Rs. 45.00 lakhs. This is in spite of the fact that the petitioner had service of 32 years at the time of the incident. He has been continuously resorting to the practice of not testing the purity of the ornaments deliberately or probably out of negligence. The lapses on the part of the petitioner are very grievous. The petitioner having been placed in a position of faith and was dealing with the public money he should have shown sufficient sincerity in his work.

20. Rather than the reversal of the finding by the Enquiry Officer the attempt of the petitioner has been to see that the punishment of dismissal imposed on him is modified so that he becomes entitled for terminal benefits and pension on his retirement. The counsel for the petitioner has referred to the judicial pronouncements pointing out that Tribunal has got the power to reduce the penalty imposed by the domestic tribunal. There is no doubt about this power of interference by the Tribunal. However, the power should be exercised judicially and judiciously. Here is a case where a Senior Special Assistant who was very much acquainted with the banking procedure and was bound to do certain duties on his part had failed to performed those duties thus resulting in the Bank being exposed to a loss of almost half crore. It would not be proper to interfere with the punishment of dismissal imposed on the petitioner. I do not find any reason to interfere with the punishment imposed by the Disciplinary Authority.

21. In view of the above discussion the reference is answered against the petitioner. An Award is passed accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 4th April, 2017)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1 st Party/Petitioner	:	WW1, Sri M. Swaminathan
For the 2 nd Party/Management	:	MW1, Sri V. Narasimhan

Documents Marked :

On the petitioner's side

Ex.No.	Date	Description
	Nil	

On the Management's side

Ex.No.	Date	Description
Ext.M1	13.04.2009	Master Circular Agri Gold
Ext.M2	24.03.2009	Master Circular on Career Progression: Award Staff in-cadre higher appointments
Ext.M3	22.10.2009	Empowerment of staff – review of Career Progression Scheme – Circular No. CIRDO:HR:65 dated 22.10.2009
Ext.M4	21.10.2008 to 25.06.2010	Copy of 70 gold loan documents

Ext.M5	28.07.2009	Copy of document a/c 30839344195
Ext.M6	-	CBS Screenshot of Customer Details – a/c 30839344195
Ext.M7	-	CBS screenshot of long – a/c 30839344195
Ext.M8	08.07.2009	Copy of document a/c 30817464699
Ext.M9	-	CBS screenshot of Customer Details – a/c 30817464699
Ext.M10	-	CBS screenshot of long enquiry – a/c 30817464699
Ext.M11	-	Appraiser Certificate – 31376076062
Ext.M12	-	Appraiser Certificate - 31467311696/31467326760
Ext.M14	-	Appraiser Certificate
Ext.M15	-	Appraiser Certificate
Ext.M16	-	Appraiser Certificate
Ext.M17	-	Appraiser Certificate
Ext.M18	-	Appraiser Certificate
Ext.M19	-	Appraiser Certificate
Ext.M20	-	Appraiser Certificate
Ext.M21	-	Appraiser Certificate
Ext.M22	-	Appraiser Certificate
Ext.M23	-	Appraiser Certificate
Ext.M24	-	Appraiser Certificate
Ext.M25	-	Appraiser Certificate
Ext.M26	-	Appraiser Certificate
Ext.M27	-	Appraiser Certificate
Ext.M28	-	Appraiser Certificate
Ext.M29	-	Appraiser Certificate
Ext.M30	-	Appraiser Certificate
Ext.M31	-	Appraiser Certificate
Ext.M32	-	Appraiser Certificate
Ext.M33	-	Appraiser Certificate
Ext.M34	-	Appraiser Certificate
Ext.M35	-	Appraiser Certificate
Ext.M36	-	Appraiser Certificate
Ext.M37	08.07.2011	Approved Jewel Valuer's Authenticity
Ext.M38	18.09.2010	Copy of document – a/c 31116693663
Ext.M39	16.09.2010	Copy of document – a/c 31448210395
Ext.M40	16.09.2011	Copy of document – a/c 31139261830
Ext.M41	16.09.2010	Copy of document – a/c 31156680395
Ext.M42	20.04.2010	Scale of Finance – Circular No. RBU-14/2010-11 dated 20.04.2010
Ext.M43	21.01.2009	Copy of document – a/c 30653794632
Ext.M44	04.03.2009	Copy of document – a/c 30700190819
Ext.M45	12.05.2009	Copy of circular on delegation of financial powers
Ext.M46	-	CBS screenshot – a/c 31420040922 – short enquiry

Ext.M47	-	CBS screenshot – a/c 31420040922 – Transactions Enquiry
Ext.M48	-	CBS screenshot – a/c 30344806992 – Short enquiry
Ext.M49	-	CBS screenshot – a/c 3030448-6992 – transaction Enquiry
Ext.M50	-	CBS screenshot – a/c 31419953776 – Short enquiry
Ext.M51	-	CBS screenshot – a/c 31419953776 – Transaction Enquiry
Ext.M52	-	CBS screenshot – a/c 30376606667 – Short enquiry
Ext.M53	-	CBS screenshot – a/c 30376606667 – Transaction Enquiry
Ext.M54	-	CBS screenshot – a/c 31420122170 – Short enquiry
Ext.M55	-	CBS screenshot – a/c 31420122170 – Transaction Enquiry
Ext.M56	-	CBS screenshot – a/c 11415069370 – Short enquiry
Ext.M57	-	CBS screenshot – a/c 11415069370 – Transaction Enquiry
Ext.M58	-	CBS screenshot – a/c 31420204542 – Short enquiry
Ext.M59	-	CBS screenshot – a/c 31420204542 – Transaction Enquiry
Ext.M60	-	CBS screenshot – a/c 30306424997 – Short enquiry
Ext.M61	-	CBS screenshot – a/c 30306424997 – Transaction Enquiry
Ext.M62	-	CBS screenshot – a/c 31420323659 – Short enquiry
Ext.M63	-	CBS screenshot – a/c 31420323659 – Transaction Enquiry
Ext.M64	-	CBS screenshot – a/c 11415069358 – Short enquiry
Ext.M65	-	CBS screenshot – a/c 11415069358 – Transaction Enquiry
Ext.M66	-	CBS screenshot – a/c 31420382741 – Short enquiry
Ext.M67	-	CBS screenshot – a/c 31420382741 – Transaction Enquiry
Ext.M68	-	CBS screenshot – a/c 11415069369 – Short enquiry
Ext.M69	-	CBS screenshot – a/c 11415069369 – Transaction Enquiry
Ext.M70	-	CBS screenshot – a/c 31419823872 – Short enquiry
Ext.M71	-	CBS screenshot – a/c 31419823872 – Short enquiry
Ext.M72	-	CBS screenshot – a/c 11415069336 – Short enquiry
Ext.M73	-	CBS screenshot – a/c 11415069336 – Transaction Enquiry
Ext.M74	16.09.2010	VVR dated 16.09.2010
Ext.M75	-	Copy of pages 78 and 79 pf in and out register copy
Ext.M76	-	CBS report – Accounts closed today
Ext.M77	-	Copy of pages 78 & 79 pf in and out register copy
Ext.M78	16.09.2010	Loan balance filed dated 16.09.2010
Ext.M79	18.03.2010	Copy of Demand Loan Voucher dated 18.03.2010
Ext.M80	01.03.2010	Copy of Demand Loan Voucher dated 01.03.2010
Ext.M81	01.03.2010	Copy of Demand Loan Voucher dated 01.03.2010
Ext.M82	13.02.2010	Copy of Demand Loan Voucher dated 13.02.2010
Ext.M83	13.02.2010	Copy of Demand Loan Voucher dated 13.02.2010
Ext.M84	18.03.2010	VVR dated 01.03.2010
Ext.M85	01.03.2010	VVR dated 13.02.2010
Ext.M86	13.02.2010	VVR dated 13.02.2010
Ext.M87	-	List of 7 gold loans.

नई दिल्ली, 24 अप्रैल, 2017

का.आ. 1117.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मध्य रेलवे के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ सं. 4/2001) को प्रकाशित करती है जो केन्द्रीय सरकार को 24.04.2017 को प्राप्त हुआ था।

[सं. एल-41012/196/2000-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 24th April, 2017

S.O. 1117.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 4/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the management of Central Railway and their workmen, received by the Central Government on 24.04.2017.

[No. L-41012/196/2000-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/4/2001

The Secretary,
National Railway Mazdoor Union,
C/o Shri M.L.Jain,
Shahdol (MP)

...Workman/Union

Versus

Assistant Engineer,
Central Railway, Beohari,
Distt. Shahdol (MP)

Divisional Engineer(North),
Central Railway,
Jabalpur (MP)

...Management

AWARD

Passed on this 7th day of March 2017

1. As per letter dated 28-11-2000 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-41012/196/2000/IR(B-I). The dispute under reference relates to:

“Whether the action of the Divisional Engineer, Central Railway, Jabalpur and the Assistant Engineer, Central Railway, Jabalpur and the Assistant Engineer, Central Railway, Beohari, Distt. Shahdol (MP) in terminating the services of Shri Gyan Singh S/o Shri Ramnimit Singh At & PO Bharjuna (Kala) Distt. Satna (MP) is justified? If not, to what relief the workman is entitled?”

2. After receiving reference, notices were issued to the parties. Ist party Union submitted statement of claim through Secretary, M.L.Jain of National Railway Mazdoor Union. Case of Ist party Union is that Gyan Singh was member of the Union, he was suffering from paralysis from 11-2-87. After recovery, he was about to join duty but he suffered 2nd attack on 4-10-87. Gyan Singh was receiving treatment at DRM, Central Railway Hospital, Satna. There was full knowledge of illness of Gyan Singh to Railway Authorities which can be seen from letters sent to the authorities. That during illness of Gyan Singh, his wife Savita was approaching officers at Beohari informing about inability of Gyan Singh to attend duty. His inability to attend Enquiry Proceeding despite of knowledge about illness of Gyan Singh, Railway Authorities started disciplinary action regarding his absence from duty. Gyan Singh was terminated from service on 23-9-93 holding exparte enquiry. That Gyan Singh submitted representations to Railway Authorities requesting reinstatement in service. Railway Authorities not decided his appeal/ representation. Therefore dispute was raised. Ist party Union further submits that termination of services of Gyan Singh is illegal, enquiry was conducted in violation of natural justice. Gyan Singh was unable to attend Enquiry Proceedings. Disciplinary action taken against Gyan Singh is illegal. He was not allowed personal hearing. Punishment imposed against Gyan Singh is

illegal. His absence on account of illness was bonafide. Enquiry conducted against Gyan Singh was empty formality. On such ground, termination of services of Gyan Singh is alleged to be an act of victimization and unfair labour practice. Union prays for reinstatement of Gyan Singh with backwages.

3. 2nd party filed reply at Page 5/1 to 5/3. 2nd party contends that Gyan Singh was pump khalasi under IOW Beohari. He was unauthorisely absent from duty during the period 18-2-87 to 31-8-87. Chargesheet for unauthorized absence was served on him. Gyan Singh had brought certificate of fitness from NKJ for joining duty. He also given reply to the chargesheet. Reply to the chargesheet requesting to allow him to join duty. That Gyan singh had received treatment in Divisional Medical Hospital, Satna but not submitted medical certificate for taking treatment. As per statement of the employee, he was unauthorisely absent. His family members approached the office are denied as false. CSE did not attend Enquiry Proceedings. Therefore enquiry was proceeded exparte. All adverse contentions of employee are denied as false. Employee was given sufficient time. Intimations were given to him for attending enquiry. Employee did not attend Enquiry Proceedings. Order of termination/ dismissal issued against workman is proper and legal. 2nd party prays for rejection of claim.

4. Ist party filed rejoinder at Page 9/1 to 9/3 reiterating its contentions in statement of claim. That Gyan Singh suffered from paralytic attach and received treatment in Railway Primary Health Centre. He was admitted in Railway Hospital, Satna. Representations of the claimant workman were not considered.

5. As per order dated 24-6-15, enquiry conducted against workman is found legal.

6. Considering pleadings on record and findings on preliminary issue, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

(i) Whether the misconduct alleged against workman Gyan Singh is proved from evidence in Enquiry proceedings?	In Affirmative
(ii) Whether the punishment of dismissal imposed against workman is proper and legal?	In Negative
(ii) If not, what relief the workman is entitled to?"	As per final order.

REASONS

7. Point No.1 – Chargesheet was issued to claimant Gyan Singh for unauthorised absence from 5-10-87 till 22-11-88 as per Exhibit W-2. In Exhibit W-5, Gyan Singh informed PWI, Beohari that because of his illness, he was absent from duty from 5-10-87. Savita Devi w/o Gyan Singh submitted applications informing about illness of Gyan Singh and other certificates. Medical certificates produced on record was issued by Vaidya Kailash Prasad. As per Exhibit W-3, Savita Devi S/o Gyan Singh informed about illness of her husband. Her husband has rendered 20 year service. Under Exhibit W-4, she had informed about illness of her husband and requested to pay salary for balance of leave of her husband. Under Exhibit W-5, Gyan Singh admitted he was absent from duty from 5-10-87 as he was suffering from illness. Absence from duty is admitted. The certificate produced on record is issued by Ayurvedic Vaidya. Any document is not produced that application for leave is produced by Gyan Singh. As Gyan Singh though suffering from illness did not submit application for leave, his absence from duty is unauthorized. For above reasons, I record my finding in Point No.1 in Affirmative.

8. Point No.2 As per my finding in Point No.1 charge of unauthorized absence from duty is found against claimant workman. On other issues claimant workman filed affidavit of evidence reiterating that he was suffering from illness. Applications were sent to the authorities. The age of workman is shown 62 years. He has also crossed age of superannuation therefore relief of reinstatement is not possible. Considering short period, charge of unauthorized absence is established, workman has also explained his absence was on account of illness, the punishment of dismissal was imposed against workman without considering his length of service and explanation for absence. The dismissal of workman in the circumstances is not appropriate. Considering length of service and age of workman, punishment of dismissal from service deserves to be modified to compulsory retirement. Accordingly I record my finding in Point No.2.

9. In the result, award is passed as under:-

- (1) The action of the management terminating the services of Shri Gyan Singh is not legal.
- (2) Punishment of dismissal imposed against workman is modified to compulsory retirement.
- (3) Monetary benefits be paid to the Ist part workman within 30 days from the date of notification of award. In case of default, amount shall carry 9 % interest per annum from the date of award till its realization.

R. B. PATLE, Presiding Officer

नई दिल्ली, 24 अप्रैल, 2017

का.आ. 1118.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार दक्षिण पूर्व रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ सं. 122/1995) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24.04.2017 को प्राप्त हुआ था।

[सं. एल-41011/17/1995-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 24th April, 2017

S.O. 1118.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 122/1995) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad as shown in the Annexure in the Industrial Dispute between the management of South Eastern Railway and their workmen, received by the Central Government on 24.04.2017.

[No. L-41011/17/1995-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of reference U/s 10(1) (d) (2A) of I.D. Act, 1947

Reference No. 122/1995

Employer in relation to the management of SE Railway

AND

Their workman

Present : Shri R.K. Saran, Presiding Officer

Appearances:

For the Employers : Shri Sanjay Kumar, Adv.

For the Workman : None

State : Jharkhand

Industry : Railway

Dated 8/9/2016

AWARD

By Order No. L-41011 /17/1995-IR(B-1) dated 25/09/1995, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of Railway, South Eastern Railways, Chakradharpur in terminating the services of Shri Manoharlal. Vishwakarma and others, is proper, just and reasonable? If not, to what relief the concerned workmen are entitled and Since when ?”

Annexure

List of workman

- | | |
|--------------------------------|-----------------------------|
| 1. Shri Manohar Lal Viswakarma | 2. Shri R.N.Das |
| 3. Shri Raghu Nath Mahto | 4. Shri Iswar ch. Mahto |
| 5. Shri Makardhaj Pradhan | 6. Shri Ram Chandra Nag |
| 7. Shri Gopal Pradhan | 8. Shri Methious Lakra |
| 9. Shri B. Durga Prasad | 10. Shri G. Krishna Rao |
| 11. Shri Kajal Bhattacharjee | 12. Shri G Janardhan Rao |
| 13. Shri Narayan Mondal | 14. Shri Nand Kishore Mahto |

2. After receipt of the reference, both parties are noticed. But appearing for certain dates none appears subsequently. Case remains pending. It is felt that the disputes between the parties have been resolved in the meantime. Hence No Dispute Award is passed. Communicate.

R. K. SARAN, Presiding Officer

नई दिल्ली, 24 अप्रैल, 2017

का.आ. 1119.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ सं. 45/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24.04.2017 को प्राप्त हुआ था।

[सं. एल-12012/255/2002-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 24th April, 2017

S.O. 1119.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 45/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the management of State Bank of India and their workmen, received by the Central Government on 24.04.2017.

[No. L-12012/255/2002-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/45/2003

Shri Avdesh Kumar Rajwade,
S/o Shri Kamal Sai Rajwade,
Resident of Village Surajpur,
Thana & Tehsil Surajpur,
Distt. Surguja (CG).

...Workman

Versus

Branch Manager,
State Bank of India, Bishrampur,
Distt. Surguja (CG)

Asstt. General Manager,
State Bank of India, Region-I,
Zonal Office, Shanker Nagar,
Raipur (CG)

...Management

AWARD

Passed on this 16th day of March 2017

1. As per letter dated 14-2-2013 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-12012/255/2002-IR(B-I). The dispute under reference relates to:

“Whether the action of the management of State Bank of India in terminating the services of Shri Avdesh Kumar Rajwade, S/o Shri Kamal Sai Rajwade, Messenger w.e.f. 13-12-98 is justified? If not, to what relief the workman is entitled?”

2. After receiving reference, notices were issued to the parties. Workman submitted statement of claim at Page 3/1 to 3/4. Case of workman is that he was initially appointed as messenger from 3-1-84. He continuously worked from 3-1-84 to 13-12-98. That he worked more than 240 days till 1998. If holidays and other rest days are included, the total number of his working days is more, is covered as employee under Section 25 B of ID Act. 2nd party Bank is a statutory organization established under SBI Act 1955. Despite he continuously worked for many years without any justification, his services were not regularized. That work of regular messenger was taken from him since initial appointment. He was posted to deliver local dak since his initial appointment could be seen from the inspection reports during the period 1984 to 1998. That his termination amounts to retrenchment under Section 2(o) of ID Act. His retrenchment without notice is void ab initio. He was not paid retrenchment compensation before his termination. Management not followed Section 25-F of ID Act while terminating his services. That management also not followed Section 25 G,H of ID Act, Rule 77 of ID Central Rules 1957 was not complied. His termination amounts to victimization and unfair labour practice as well as illegal retrenchment. That he is unemployed after termination of his service. On such ground, workman prays for reinstatement with backwages.

3. 2nd party management filed Written Statement at Page 6/1 to 6/4 opposing claim of workman. 2nd party reiterates that claim of workman is based on violation of Section 25-F of ID Act claiming that he worked more than 240 days is incorrect. Ist party deliberately suppressed facts for obtaining the relief. 2nd party submits that it is not in dispute before 13-12-98, workman worked for more than 240 days in a calendar year. Since services of Ist party workman were no longer required after following Section 25-F of ID Act terminated his services on 12-12-98. Workman was given one months pay in lieu of notice by Banker cheque No. 080872 dated 12-12-98. Retrenchment compensation Rs.27598 was paid by Bankers Cheque No. 080874, 7 days wages for December 98 of Rs.477 were also paid on 12-12-98. The Bank given intimation to appropriate Government in Form B as per Industrial Dispute Central Rules. Workman initially accepted the amount under Bankers cheque issued to him, returned the same along with letter dated 1-1-99. That on 28-6-00, workman demanded that he be paid salary and allowances for 12 days. That Bankers cheque of Rs.1843/- and Rs.477 be returned to him. The Bank accordingly paid workman amount of Rs.27598 on 4-1-03. That letter dated 23-1-04 written by the Bank shows that amount was credited in account of workman as per his request. The contention of workman about non-payment of retrenchment compensation is misleading and incorrect. Ist party workman was temporary employee. He had no lien on any post. Workman was engaged as and when required. Workman was paid retrenchment compensation, pay in lieu of notice. Section 25-F of ID Act was complied by the management. Violation of said provision has been denied. 2nd party further submits that workman has not mentioned any name as to who were junior to him and how Section 25 G,H are violated. 2nd party also denies that workman is unemployed after termination of his service. 2nd party prays for rejection of claim.

4. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

(i) Whether the action of the management of State Bank of India in terminating the services of Shri Avdesh Kumar Rajwade, S/o Shri Kamal Sai Rajwade, Messenger w.e.f. 13-12-98 is justified?	In Negative
(ii) If not, what relief the workman is entitled to?”	As per final order.

REASONS

5. Point No.1 The terms of reference pertains to legality of termination of services of workman. Workman filed affidavit of his evidence. In his affidavit of evidence, he has stated that he was appointed as messenger on 3-1-84. He was continuously working till 13-12-98. He completed more than 240 days continuous service during each of the year. He studied upto 8th standard he doesnot know English. His services were orally terminated without notice. He was not paid retrenchment compensation and one months pay on 12-12-98. That at the time of termination of his services, his signatures were obtained on blank paper. After 5 years of termination of his service on 4-1-03, compensation amount was paid. He was not paid retrenchment compensation prior to it. In his cross examination, workman says name was not sponsored through Employment Exchange. Employment Exchange card is not produced. Appointment letter was not

issued to him by Bank. Post of messenger was not advertised. He had not received retrenchment compensation in 1988. His signatures on letter dated 1-1-99 were obtained calling him in the Bank, document is marked Exhibit M-1. In his further cross, he says he has not disclosed name of junior employees in his affidavit. He denies that he not completed 240 days continuous service. He denies that he was not appointed as messenger. He denies that he was paid retrenchment compensation by cheque. He was given sealed envelope treating him temporary employee and stopped from work. He did not remember his last day of work in the Bank. He admits letter dated 12-12-98 written by him. Workman denies that he has concealed the facts in his affidavit of evidence.

6. Management's witness Rajesh Pandey filed affidavit of his evidence supporting contentions in Written Statement filed by management that workman was employed on daily wages as messenger. His services were terminated on 12-01-98 giving him one month salary Rs.1843, retrenchment compensation Rs.23,598/-. That workman refused said amount and returned vide letter dated 1-1-98. After lapse of few years, workman demanded the amount. Considering the demand of workman, amount by Bankers cheque dated 4-1-03 was accepted by the workman. Management's witness in his cross says personally he is not acquainted with workman. He claims ignorance that workman was engaged as daily wage messenger. He claims ignorance whether termination notice was issued to workman. In his further cross, management's witness says workman had refused to accept retrenchment compensation. After workman had made request, compensation amount was paid. Workman had submitted application – Exhibit M-1. Exhibit W-5 bears signature of Assistant General Manager. Management's witness also admits Exhibit W-6. In his further cross, management witness Mahesh Ram Yadav was reinstated in service, he was senior to the workman. Any person by name Sudama Prasad was not working in the Bank. He denied that Ist party workman was not paid retrenchment compensation prior to or subsequent to termination of his services.

7. Documents produced by workman Exhibit W-1 is letter dated 20-10-84 by Regional Manager directing to continue workman as temporary employee on month to month basis till decision for his permanent absorption or otherwise was taken. Exhibit W-2 is certificate issued by Bank. Working days of workman are shown 242 days in 1997, 292 days in 1998, the details of the working days of workman from 84 to 91, 91 to 96 are also shown in said document. The working days of workman in 1985 are 270 days, in 1986- 270 days, in 1987- 286 days, in 1988- 277 days, in 1989- 310 days, in 1993- 293 days, in rest of the years is less than 240 days. In Exhibit W-3 working days of workman till 14-8-91 are shown 1949 days from 15-8-91 to 1-12-98- 1745 days. As per Exhibit W-4 letter dated 1-1-98 workman had returned bankers cheque of retrenchment compensation, pay in lieu of notice and wages claiming that he had rendered 15 years service. Exhibit M-5 is letter given by Assistant General Manager dated 10-3-99 to recover amount of retrenchment compensation from Mahesh Yadav and reinstated him in service. His absence till 13-12-98 be considered as leave with pay and accordingly payment be made to him. Exhibit W-6 is document regarding retrenchment of temporary employee M.R.Yadav dated 11-12-98.

8. Management produced document M-6 Form P information sent to the Government regarding termination of workman. Exhibit M-1 is copy of letter dated 1-1-99 workman returning cheque of amount of retrenchment compensation. Documents on record clearly shows that workman was sent amount of retrenchment compensation, one months pay in lieu of notice and amount of wages. Workman had returned back amount. Management complied Section 25-F-a,b, of ID Act. The amount was refused and cheques were returned back cannot be construed as violation of Section 25-F of ID Act. Section 25-F(a) clearly provides conditions for retrenchment that workman has been given one months notice in writing indicating the reasons for retrenchment, (b) at the time of retrenchment compensation equivalent to 15 days average pay etc. is paid. Documents produced by management Exhibit M-1 shows amount of Rs.26,598 was deposited in account of workman by cheque Exhibit M-2. Exhibit M-3 amount of Rs.27,600 was withdrawn by workman on 7-1-03, its entries of crediting amount, and withdrawal are found in Exhibit M-5. Though initially workman had returned back, amount of retrenchment compensation and pay in lieu of notice, said amount was deposited in his account on 7-1-03. On same day, workman had withdrawn amount Rs.27,600 clearly shows that workman had accepted the amount of retrenchment compensation and notice pay. As such workman had given up his defence about non compliance of Section 25-F of ID Act. On depositing amount of Rs.26,598 which was accepted by workman, workman has failed to establish non-violation of Section 25-F of ID Act.

9. However as per document Exhibit W-6, M.R.Yadav temporary messenger was retrenched on 11-12-98. From Exhibit W-5, it is clear that management had taken decision to recover amount of retrenchment compensation paid to M.R.Yadav and reinstate him in service w.e.f. 13-12-98. It is argued by learned counsel for management that workman has not mentioned names of junior employees consequently violation of Section 25-G cannot be established. As per Exhibit W-5 Mahesh Yadav was reinstated w.e.f. 13-12-98. Services of workman were terminated on 12-12-98. The management has not maintained seniority list of temporary daily wage messengers though the Ist party has not stated name of junior in statement of claim or in affidavit of evidence. Evidence on record is clear that Mahesh Yadav was working as temporary messenger during the same period, his retrenchment was cancelled recovering the amount of retrenchment compensation. Management has not adduced evidence why Shri Mahesh Yadav was reinstated cancelling his retrenchment. Why Ist party was not equally treated. If the evidence is fairly appreciated, it is clear that workman

has been discriminated. After his retrenchment, when Mahesh Yadav was reinstated, and workman was not reinstated. Evidence on record clearly shows that management has violated Section 25 G, H, Rule 77 of ID Act.

Ratio held in case between State Bank of Bikaner and Jaipur versus Omprakash Sharma reported in 2006(5)SCC-123 pertains to violation of Rule 77 where the only question in reference was whether the appointment of a new workman in place of the retrenched workman was in violation of Section 25 h, Industrial Dispute Act and the Labour Court found that there was no violation of Section 25 H held violation of Rule 77 may attract penalty under rule 79 but would not by itself entitle the retrenched workman to reinstatement.

In present case evidence shows that workman and Mahesh Yadav were working as temporary messengers, seniority list was not maintained by management. Ratio held in the case doesnot squarely cover the controversy.

Reliance is also placed by management counsel in case between Anoop Sharma versus Executive Engineer, Public Health Division No.1, Panipat, Haryana reported in 2010(5)SCC-497. Ratio held in the case is that burden lies on workman to adduce evidence w.r.t. violation of Section 25-F. the ratio cannot be applied to present case as initially o2nd party had sent amount of retrenchment compensation, one months noticie pay etc. was reduced by workman subsequently he accepted said amount and withdrawn amount of Rs.27,600 as per Exhibit M-5 acceptance of amount of retrenchment compensation and its withdrawal. Violation of Section 25 H Rule 77 is established from evidence.

Ratio relied in case between Raj Kumar versus Director of Education and others reported in 2016(6)SCC-541 cannot be applied to case at hand. The facts of present are not comparable.

10. As management has cancelled retrenchment of Shri Mahesh Ram and reinstated him directing recovery of amount of retrenchment compensation is violative of Section 25-F Rule 77 therefore I record my finding in Point No.1 in Negative.

11. Point No.2- In view of my finding in Point No.1 termination of Ist party workman is in violation of Section 25-H, Rule 77 of ID Act, Ist party was discriminated. He was not reinstated while Mahesh Yadav was reinstated cancelling his retrenchment. Question remains for consideration is whether workman is entitled for reinstatement with backwages. Workman in his affidavit and plea stated that he is unemployed after termination of his service. Management has not adduced any evidence about gainful employment. Considering the services of workman were terminated on 12-12-98, dispute is raised as per order dated 14-2-03, in my considered view reinstatement with 50 % backwages from date of order of reference dated 14-2-03 would be appropriate. Accordingly I record my finding in Point No.2.

12. In the result, award is passed as under:-

- (1) The action of the management of State Bank of India in terminating the services of Shri Avdesh Kumar Rajwade, S/o Shri Kamal Sai Rajwade, Messenger w.e.f. 13-12-98 is not proper and legal.
- (2) Termination of Ist party workman is set-aside. Management is directed to reinstate workman with continuity of service and pay 50 % back wages from date of reference i.e. 14-2-03.

Amount as per above order shall be paid to workman within 30 days from the date of notification of award. In case of default, amount shall carry 9 % interest per annum from the date of award till its realization.

R. B. PATLE, Presiding Officer